

**VANDERBILT UNIVERSITY
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement"), is entered into as of the ____ day of _____ 20__, by and between _____ a [corporation, limited liability company, partnership, or sole proprietor] with a principal place of business at [ADDRESS], acting on its behalf and on behalf of its subsidiaries (hereinafter referred to as "CONSULTANT"), and VANDERBILT UNIVERSITY, a Tennessee not for profit corporation, located for purposes of this Agreement at 2201 West End Avenue, Nashville, TN 37235 (hereinafter "VANDERBILT") sets forth the agreement whereby CONSULTANT agrees to provide the Services described in this Agreement to VANDERBILT and VANDERBILT agrees to utilize such Services from CONSULTANT according to the terms and conditions hereinafter provided.

Each individual assignment under this Agreement shall be defined in dated proposals in the form of the attached Schedule A ("Schedule"). Each Schedule is to be separately executed and when so executed is incorporated by reference and shall become a part of this Agreement. Terms and conditions in each Schedule shall supersede any conflicting terms and conditions in this Agreement for only the specific assignment defined in the Schedule. Each Schedule, together with the terms and conditions of this Agreement, shall constitute and be construed as a separate agreement.

ARTICLE I - DEFINITIONS

The term "Project Manager" shall mean the individual assigned by each of the parties hereto to be the focal point for communications with the other party on a particular assignment.

The term "Hours Worked" shall mean hours spent engaged in providing the services contemplated hereunder regardless of where performed.

The term "Fee Arrangement Type" shall mean the method of pricing the Schedule: a "Fixed Price Assignment", a "Best Estimate Assignment", an "Hourly Services Assignment", or other type as defined herein.

A "Fixed Price Assignment" shall mean that CONSULTANT shall assume responsibility for the completion of the project for a fixed dollar amount and by the date specified in the Schedule, provided VANDERBILT has met all its responsibilities and deadline dates specified in the Schedule. Should CONSULTANT anticipate that the resources currently assigned to the project are not sufficient to ensure its timely completion, CONSULTANT shall supplement them as necessary at no additional cost to VANDERBILT.

A "Best Estimate Assignment" shall mean that CONSULTANT shall assume responsibility for project management and shall estimate the number of hours required to complete the CONSULTANT tasks identified in the Schedule, provided VANDERBILT has met all its responsibilities and deadline dates specified in the Schedule. CONSULTANT shall bill VANDERBILT for Hours Worked. If fewer than the estimated hours of effort are required, then VANDERBILT's cost shall be less than the estimated charges. If more than the estimated hours are required, CONSULTANT shall notify VANDERBILT as soon as CONSULTANT becomes aware of the need for additional hours. At that time, VANDERBILT may terminate the Schedule paying for the hours expended to date, continue with the work up to the estimated hours of work contracted, or exercise the formal change control process to amend the Schedule to authorize additional work.

An "**Hourly Services Assignment**" shall mean that VANDERBILT shall retain project management responsibilities and CONSULTANT shall assist VANDERBILT with specific tasks, some of which may be identified on the Schedule(s). CONSULTANT shall provide VANDERBILT with an hourly rate to be charged for Hours Worked.

The "**Deliverables**" shall mean the products, materials or services to be provided by the CONSULTANT to VANDERBILT and listed in the attached Schedule(s).

ARTICLE II – SCOPE OF WORK, CHANGE CONTROL, ACCEPTANCE

2.1 Scope Of Work. Each proposal in the form of the Schedule A attached hereto, together with any exhibits shall define the scope of work for a particular assignment under this Agreement. Each Schedule shall specify the Objective and Scope of Work, VANDERBILT Responsibilities, Deliverables, Due Dates, Fees, the parties' Project Managers, any confidential information to be exchanged by the parties, and any other information relevant to the assignment and its successful completion. The Schedule, any exhibits, any detailed instructions and any task descriptions agreed to in writing by the parties' Project Managers shall collectively constitute the complete "Specifications" for the work to be performed by CONSULTANT under any Schedule.

2.2 Change Control. During the course of an assignment hereunder, VANDERBILT may desire a change in the scope of the effort. Requests for changes are to be made in writing and delivered to the CONSULTANT Project Manager. Upon completion of the review, any changes in Specifications, prices or other terms accepted by the parties shall be documented in a revised Schedule and signed by the parties. Changes in prices, terms and conditions or duration must be approved by VANDERBILT personnel with appropriate contract signature authority.

2.3 Acceptance. Acceptance shall occur when the Deliverables described in the Schedule meet the agreed upon acceptance criteria as described in the Schedule. If the Deliverables do not meet the acceptance criteria as set forth in the Schedule when it is offered by CONSULTANT for VANDERBILT's acceptance, VANDERBILT shall give CONSULTANT detailed written notification of the non-conformance within ten (10) business days of delivery. Within thirty (30) days of receipt of such written notification, CONSULTANT shall correct the non-conformance and resubmit the Deliverables. Upon delivery of the corrected Deliverables, VANDERBILT has 10 additional business days to accept. If the non-conformance has not corrected, VANDERBILT may elect to terminate this Agreement according to the terms of paragraph **7.1 Termination**.

ARTICLE III – PERSONNEL

3.1 Independent Contractor. CONSULTANT and its employees shall perform its duties in this Agreement as an independent contractor and not as employees of VANDERBILT. Neither CONSULTANT nor any agent or employee of CONSULTANT shall be or, shall be deemed to be, an agent or employee of VANDERBILT and CONSULTANT shall have no authorization, express or implied, to bind VANDERBILT to any agreements, liability, or understanding. CONSULTANT shall have the sole responsibility for the conduct of its employees and agents, and for payment of their entire compensation, including salary, withholding of income and social security taxes, worker's compensation, employee and disability benefits and the like. CONSULTANT shall be responsible for all employer obligations towards all of its employees and agents under all applicable laws. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.

3.2 Conflict of Interest. CONSULTANT represents and warrants that none of its principals, nor any employee or subcontractor of CONSULTANT performing the Services, is a faculty member, employee, postdoctoral scholar, student, or agent of VANDERBILT. Neither CONSULTANT, nor any of its principals, or any of its employees or subcontractors performing the Services, has a personal or other business relationship with any

VANDERBILT department participating in this Agreement or authorizing the payment of the Services under this Agreement.

3.3 Subcontracting Rights. CONSULTANT may subcontract specific assignments hereunder only with VANDERBILT's prior written permission.

3.4 Hiring. Each party agrees not to hire any employee of the other with whom such party has contact during an assignment under a Schedule without the prior written permission of the other party during the term of the assignment and continuing for a period of six (6) months thereafter. However, this provision shall not apply to

- a. CONSULTANT's employees who have been continuously assigned to full-time VANDERBILT activities in excess of twelve (12) consecutive months,
- b. CONSULTANT's employees designated on a Schedule as "Contract For Hire",
- c. employees of either party responding to advertisements made at job fairs or in media circulated to the general public at large, or former employees, agents, or subcontractors of CONSULTANT.

3.5 On Site Activity. CONSULTANT agrees that while their personnel are on VANDERBILT's premises, they will abide by VANDERBILT's normal work rules and standard practices governing employee behavior. If VANDERBILT has a written set of rules that apply to contractors, VANDERBILT shall furnish CONSULTANT with a copy of such work rules. CONSULTANT also agrees to require their personnel to work in a manner compliant with current applicable OSHA regulations and all other applicable laws, rules and regulations.

ARTICLE IV - FEES, PAYMENTS, TERMS & CONDITIONS

4.1 Fees/Payments. For all assignments hereunder, CONSULTANT shall provide VANDERBILT with fees based on: (i) a Fixed Price; ii) a Best Estimate; or (iii) an Hourly Services fee for each assignment. Such classification shall be reflected in the Schedule.

For all Fixed Price Assignments hereunder, CONSULTANT shall invoice VANDERBILT according to the "Fixed Fee Invoicing Arrangements" specified in the applicable Schedule. For all Best Estimate and Hourly Services Assignments, CONSULTANT shall bill VANDERBILT for Hours Worked on detailed invoices submitted every two (2) weeks. CONSULTANT shall invoice VANDERBILT for any travel or other expenses as they are incurred.

All invoices submitted by CONSULTANT shall set forth the following information: (i) the contract number of this Agreement and the number of the Schedule being billed; (ii) VANDERBILT's purchase order number, if applicable, (iii) CONSULTANT's Project Manager's name; and (iv) the amount being billed.

Payment Terms shall be **Net 45 Days** from the date of CONSULTANT's invoice.

4.2 Expenses. VANDERBILT shall reimburse CONSULTANT for all materials and reasonable travel expenses incurred by CONSULTANT personnel for expenditures identified on the Schedule or which both parties agree is required to perform this Agreement. Expenses incurred shall conform to the VANDERBILT Travel Expense policy: <http://www.vanderbilt.edu/procurement/travel/forms/VU%20Travel%20Policy.pdf>

All expense charges shall be based on actual out-of-pocket expenses. No "service" charge shall be applied. Copies of original receipts shall be provided.

4.3 Duration of Agreement. This Agreement shall be in force and effect for a term commencing _____(mm/dd/yyyy) and ending _____(mm/dd/yyyy).

- 4.4 Order of Priority.** In the event of inconsistency of terms the order of priority shall be each attached and incorporated Schedule, then this Agreement and then any CONSULTANT documents included as additional attachments.
- 4.5 Purchase Orders.** Notwithstanding any prior negotiations, any subsequent Purchase Orders, in the form attached hereto, issued by VANDERBILT in connection with this Agreement is an offer to buy the Services and any related Deliverables as described herein. By accepting the VANDERBILT Purchase Order or by performing the Services, the CONSULTANT accepts all of the terms and conditions set forth therein to the extent that these terms and conditions are not inconsistent with those set forth within this Agreement. In the event of any inconsistency the terms of this Agreement shall control. VANDERBILT's offer is expressly conditioned on acceptance by CONSULTANT of VANDERBILT's terms and conditions. No preprinted term on any form of CONSULTANT shall be of any force or effect whatsoever.
- 4.6 Non-Exclusivity.** Unless specially agreed to by the parties herein, this Agreement is a non-exclusive offer by VANDERBILT to buy the Services and Deliverables from CONSULTANT.
- 4.7 Taxes.** CONSULTANT's invoice to VANDERBILT shall include all applicable taxes resulting from this Agreement. Such taxes shall not include taxes based on CONSULTANT's income. VANDERBILT represents that it is a non-profit corporation and is exempt from sales and use taxes in the State of Tennessee and various other states and, therefore, at least with respect to sales in Tennessee, invoices should not include sales or use taxes. VANDERBILT'S sales and use tax exemption certificate number is **100142007**.
- 4.8 Billing Disputes.** Billing disputes shall not be cause for non-performance under this Agreement.

ARTICLE V - OWNERSHIP AND CONFIDENTIALITY

- 5.1 Intellectual Property.** All right, title and interest worldwide in any tangible work product or deliverable created by CONSULTANT in the course of performing this Agreement shall be the sole and exclusive property of VANDERBILT. It is the express intent of the parties that all Work Product or deliverables created by CONSULTANT hereunder shall be work made for hire as defined in United States copyright law, 17 U.S.C. § 101 et. seq. If for any reason CONSULTANT'S work product or deliverables are deemed not to constitute work made for hire, CONSULTANT hereby assigns to VANDERBILT all right, title, and interest worldwide in and to the work product and deliverables, since it is the express intent of the parties that VANDERBILT be the sole party with the right to exploit CONSULTANT's work product and deliverables. As used in this Agreement, "Work Product" shall mean all materials, inventions, ideas, research results, information, improvements, works of authorship and any other work product created, developed, made, conceived, reduced to practice or delivered by CONSULTANT in connection with this Agreement, in whole or in part, solely or in collaboration with others, including, without limitation, the Deliverables, and all intermediate and partial versions thereof, as well as all program materials, flow charts, notes, outlines, and the like created in connection therewith; and "Intellectual Property Rights" shall mean all copyrights, trademarks, trade secrets, know-how, patents, patent applications, continuations, continuations in part, divisions, reissues and extensions, all foreign counterparts, mask work rights and all other proprietary and intellectual property rights throughout the world.
- 5.2 Confidentiality Obligations of CONSULTANT.** CONSULTANT shall treat any information either clearly described on the Schedule or clearly marked as VANDERBILT as confidential and proprietary to VANDERBILT. CONSULTANT shall limit access to the Confidential Information to CONSULTANT's personnel assigned to VANDERBILT hereunder and shall not use, copy, or remove any Confidential Information from VANDERBILT's premises except to the extent necessary to carry out the purposes of Schedule assignments hereunder, without the prior written consent of VANDERBILT. Upon completion or termination of each

assignment hereunder, CONSULTANT shall return to VANDERBILT's Project Manager all documents or other materials, which contain VANDERBILT Confidential Information and destroy all copies thereof.

5.3 Confidentiality Exceptions. Confidential information shall not include, and these confidentiality obligations shall not operate as a restriction on CONSULTANT's right to use, disclose, or otherwise deal with information which:

- a. is or becomes generally available to the public through no wrongful act of CONSULTANT;
- b. was in CONSULTANT's possession prior to the time it was acquired from VANDERBILT and which was not directly or indirectly acquired from VANDERBILT;
- c. is independently made available as a matter of right to CONSULTANT by a third party;
- d. is required to be disclosed, in the opinion of CONSULTANT's legal counsel, by court order or operation of law; or
- e. is independently developed by or for CONSULTANT by persons not having exposure to VANDERBILT's Confidential Information not excepted above.

5.4 Period of Confidentiality. CONSULTANT's obligations of confidentiality regarding VANDERBILT's Confidential Information shall survive the termination of the Schedule to this Agreement.

ARTICLE VI - WARRANTIES

6.1 General Warranty. All Deliverables supplied under this Agreement shall strictly conform to all specifications furnished to CONSULTANT and approved by VANDERBILT. CONSULTANT warrants that the Deliverables are of good and merchantable quality, free from defects in materials and workmanship and shall be fit and suitable for the purposes intended.

6.2 Originality. CONSULTANT represents, warrants, and covenants the originality of any Deliverables or work it performs hereunder or that any Deliverables provided under this Agreement are appropriately licensed or do not violate any U.S. patent, U.S. copyright, trade secret, or other intellectual property right of any third party.

6.3 Releases. Neither CONSULTANT or its permitted subcontractors, nor any of their respective employees, agents, or designated representatives, by entering into this Agreement, using information or materials, and performing the Deliverables hereunder, has or will violate any consulting, employment, non-competition, proprietary information, confidentiality or other agreement, arrangement, understanding, or restriction between such party and a present or former employer, principal, client or other individual or entity. CONSULTANT shall assist VANDERBILT in all reasonable respects to obtain releases or other necessary or desirable information or documentation regarding any of the foregoing.

6.4 Compliance With Laws. CONSULTANT represents, warrants, and covenants that it is in full compliance with the Immigration Reform and Control Act of 1986, as amended, and will only provide Vanderbilt with personnel whose employment eligibility has been verified. CONSULTANT explicitly warrants that it is in compliance with all applicable Federal, state and local laws, as amended, including 41 CFR 60-1.4, 41 CFR 60-250.4 and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin or sex, equal opportunity, affirmative action, employment of disabled veterans and veterans of the Vietnam era, and employment of the handicapped.

6.5 Insurance Coverage. During the term of this Agreement, CONSULTANT shall maintain the following insurance coverages with limits not less than the amount specified and, if subcontracting is permitted, CONSULTANT shall require its subcontractor to maintain similar insurance coverage whenever subcontractors' personnel are upon Customer's premises:

- a. Workers' Compensation with statutory limits and Employers Liability with limits of \$500,000 per accident, \$500,000 per illness per employee and \$500,000 per illness aggregate.
- b. Commercial General Liability with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering bodily injury and tangible property damage (excluding money and securities) claims and including products and completed operations, and contractual liability.
- c. Automobile liability insurance (including owned, non-owned, and hired vehicles) with limits as required by law or with a combined single limit for bodily injury, death, and property damage of not less than \$1,000,000 per occurrence, whichever is greater;
- d. Umbrella/Excess Liability with a \$5 million per incident and shall be excess of coverages Commercial General Liability and Automobile Liability.

VANDERBILT should be included as additional insured on the general liability and auto liability policies. The following is the proper wording that will need to be used: VANDERBILT, for the benefit of itself and its affiliated entities and their respective officers, directors, employees, representatives and agents, are named additional insureds. The liability coverages shown on this certificate are primary, non-contributing and contain waivers of subrogation against any coverage held by VANDERBILT. CONSULTANT shall furnish VANDERBILT with certificates of insurance, which provide sufficient information to verify that CONSULTANT has complied with these insurance requirements.

6.5.1 Intellectual Property Insurance. Supplier shall also have Intellectual Property infringement claim coverage under an Error and Omissions policy of at least \$1,000,000 per claim, \$2,000,000 aggregate.

6.6 Indemnification. CONSULTANT agrees to indemnify and hold VANDERBILT harmless from and against all liability, injuries, claims, damages or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of CONSULTANT's negligent acts or omissions under this Agreement or in connection with CONSULTANT's breach of warranties or representations under this Agreement. The foregoing agreement to indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused directly by the intentional, willful, or reckless acts of VANDERBILT.

6.7 Infringement Indemnity. Both parties agree that if any person or party claims that any Deliverable or any part thereof supplied by CONSULTANT infringes the patent, copyright, or other intellectual property right, the CONSULTANT shall indemnify, defend, protect and hold VANDERBILT harmless from and against any and all claims, liabilities, demands, damages, judgments, awards, settlements, expenses or losses, costs of litigation, and reasonable attorneys' fees in connection with that claim, provided that VANDERBILT:

- a. promptly notifies CONSULTANT in writing of the claim;
- b. allows CONSULTANT to control the defense of the claim; and
- c. cooperates with all reasonable requests for assistance to CONSULTANT in the defense of the claim and any related settlement negotiations, at no cost to VANDERBILT.

If a judgment or settlement is obtained or reasonably anticipated against VANDERBILT's use of any Deliverable for which CONSULTANT has indemnified VANDERBILT, CONSULTANT shall at CONSULTANT's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on VANDERBILT's behalf to provide the necessary rights to VANDERBILT to eliminate the infringement, or provide VANDERBILT with a non-infringing substitute that provides VANDERBILT the same functionality. At VANDERBILT's election, the actual or anticipated judgment may be treated as a breach of warranty by CONSULTANT, and VANDERBILT may receive the remedies provided under paragraph **7.1 Termination.** Notwithstanding the above, CONSULTANT shall have no obligation for any claim based on the following:

- a. modification of the Deliverables made by someone other than CONSULTANT if such infringement would have been avoided in the absence of such modification; or
- b. combination, operation, or use of the Deliverables with other Deliverables, data, or materials not provided by CONSULTANT, if such infringement would have been avoided in the absence of such combination, operation or use.
- c. use of other than the version of the Deliverables most recently provided to VANDERBILT by CONSULTANT, if such infringement would have been avoided by the use of such most recent version.

ARTICLE VII - GENERAL PROVISIONS

7.1 Termination. VANDERBILT may terminate this Agreement with or without cause upon thirty (30) days written notice to CONSULTANT. In the event that either party breaches a material term of this Agreement that is not cured with 30 days of receipt of a written notice specifying the breach, the non-breaching party may terminate the Agreement immediately upon expiration of the 30-day notice. In the event that the breach cannot be cured within 30 days, the breaching party must demonstrate that it is diligently making reasonable efforts to cure the breach within a reasonable period of time.

If either party files a petition for bankruptcy, is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed for it or its business, or has a petition in bankruptcy filed against it that is not discharged within 30 days, then the other party may terminate this Agreement upon notice.

In the event that either party terminates a Schedule, VANDERBILT shall be entitled to ownership of any work in process and CONSULTANT shall be entitled to fair compensation for time and materials, including any charges from 3rd parties incurred by CONSULTANT in terminating the Deliverable or Schedule, at a price to be negotiated in good faith by the parties using CONSULTANT's current published rates it charges for such work.

7.2 Dispute Resolution Process. In the event of any disagreement regarding performance under or interpretation of this Agreement, and prior to the commencement of any formal proceeding, the parties shall continue performance as set forth in this Agreement and shall attempt in good faith to reach a negotiated resolution by designating an appropriately authorized representative from each party to resolve the dispute. The parties may also agree to employ mediation to resolve the dispute prior to initiating formal proceedings.

7.3 Assignment. Neither party may assign this Agreement or any Schedules hereunder without the other party's prior written consent.

7.4 Entire Agreement, Partial Invalidity. The making, execution, and delivery of this Agreement by CONSULTANT and VANDERBILT have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties hereto relating to CONSULTANT's services regarding the subject matter hereof and supersedes any previous agreements or understandings, written or oral, in effect between the parties relating thereto. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby.

7.5 Changes In Writing, Notices. This Agreement, including any Schedules, may be amended or modified only in a written document signed by duly authorized representatives of the respective parties. All notices, requests, demands, or other communications hereunder other than day-to-day communications within the duties of the Project Managers shall be in writing and shall be deemed given if personally delivered or mailed to the address set forth below:

VANDERBILT:
Vanderbilt University
Procurement Services
110 21st Ave. South Suite 1110
Nashville, TN 37203

CONSULTANT:

7.6 Waiver of Breach. The waiver of a breach of this Agreement or the failure of a party to exercise any right under this Agreement shall in no event constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

7.7 No Additional Authority. Neither party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other party, except as expressly provided herein.

7.8 Choice of Law. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the state of Tennessee and the venue for any formal action initiated in connection with this Agreement shall be in Nashville, Davidson County, Tennessee.

7.9 Audit. VANDERBILT may, upon its request and at its cost, audit any and all work or expense records of CONSULTANT relating to materials and/or services provided hereunder. CONSULTANT shall have the right to exclude from such inspection any of its confidential or proprietary information, which was not otherwise provided to VANDERBILT as a part of an assignment. CONSULTANT further agrees to maintain its books and records relating to material and/or services provided hereunder for a period of two (2) years from the date such work was completed, and to make such books and records available to VANDERBILT, during normal business hours, at any time or times within the two year period. CONSULTANT shall have the right to bill VANDERBILT an hourly rate for its staff who are involved in such audit.

7.10 Force Majeure. Neither party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to extraordinary causes beyond its control, such as but not limited to war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and inability to obtain materials (unless such subcontractors and/or materials are specified by VANDERBILT) shall not be considered as a force majeure delay. Further, in the event either party is unable to meet its obligations hereunder because of such force majeure, and such inability continues for a period of 30 days or more, then either party may terminate this Agreement effective immediately without further obligation to the other except as to delivery of and payment for Products and/or Services consistent with the terms of paragraph **7.1 Termination** of this Agreement.

7.11 Use of VANDERBILT Name. CONSULTANT is entitled to reference and describe work done hereunder in summary and general form, without revealing any of VANDERBILT Confidential Information or any specific results of any assignment hereunder. However, CONSULTANT shall not use VANDERBILT's name, logos or other indicia in any marketing or advertising media without VANDERBILT's written approval to do so.

7.12 Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

SIGNED:

VANDERBILT UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

Agreement Number: _____
Schedule Date: _____

SCHEDULE "A"

I. Objective/scope of work to be performed: _____

II. VANDERBILT Responsibilities: _____

III. Deliverables: _____

IV. Due Date: _____

V. Fees: _____

Fee Arrangement Type: _____

Fixed Price Invoicing Arrangements: _____

Send Payments To: _____

VI. Names / telephone numbers / email addresses of the Project Managers

VANDERBILT UNIVERSITY:

CONSULTANT

VII. Confidential Information to Be Exchanged: _____

VIII. Additional Terms and Conditions: _____

Agreement Number: _____
Schedule Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

SIGNED:

VANDERBILT UNIVERSITY

CONSULTANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENDORSED:

**Vanderbilt University
Department Representative**

By: _____

Name: _____

Title: _____

Date: _____