

ATTACHMENT
TO PROFESSIONAL SERVICES AGREEMENT FOR
(NAME OF PERSON or BUSINESS)

A. SERVICES TO BE PROVIDED BY NAME OF PERSON OR BUSINESS (NOP)

DESCRIBE SERVICES HERE OR ATTACH SEPARATE PAGE(S). INCLUDE
ANY TIMELINES OR DELIVERABLES

B. REPRESENTATIONS AND WARRANTIES

(NOP) will use its best efforts to provide the services described in this Agreement and all Services will be performed in a timely fashion. (NOP) warrants that:

- (1) He/she/it has the experience, ability and expertise to perform the Services described in this Agreement;
- (2) the services will be performed in a quality, professional and workmanlike manner in accordance with the terms and conditions of this Agreement and in accordance with all federal and territorial laws, rules, and regulations; and
- (3) the services provided hereunder will be suitable for the purpose for which they are sought.

C. COMPENSATION

UVI agrees to pay (NOP) the sum of **one thousand dollars (\$1,000.00)**, payable upon receipt of invoice upon completion of satisfactory work as described in Section A.

(Optional) UVI will reimburse travel expenses for travel needed to perform the services described in Paragraph A. These expenses include airfare, lodging, and up to \$51 per day for meals for full days and \$38.25 for travel days.

OR

UVI agrees to pay (NOP) the sum of **one thousand dollars (\$1,000.00)**, payable pursuant to the schedule below:

- \$200 upon execution of this agreement;
- \$300 upon receipt of (**draft deliverable**); and
- \$500 upon receipt of (**final deliverable**).

D. DURATION OF THIS AGREEMENT

This agreement will commence upon signing the Professional Services Agreement by all of the parties and will end upon completion of the described services by (NOP) or by (Date), whichever comes first. UVI and (NOP) agree that time is of the essence in performing the duties established in Paragraph A of this Agreement.

E. LIABILITY

(NOP) is considered an independent contractor who is responsible for all forms of health and accident insurance, as well as payment of all local and federal taxes. (NOP) is solely responsible and liable for any accident or damages resulting from this contractual agreement and for any payment due any government on behalf of (NOP).

(NOP) shall indemnify, defend and hold harmless UVI, its trustees, officers, employees, agents and students from all claims arising out of (NOP's) performance under this Professional Services Agreement, including attorneys' fees and costs, except to the extent caused by the negligence or intentional wrongdoing of UVI, its trustees, officers, employees, agents and students.

F. INSURANCE

(NOP) certifies that he/she/it has procured and shall, at his/her/its own expense, maintain in place automobile liability insurance (if applicable) and general liability insurance.

OR

(NOP) certifies that it has procured and shall, at its own expense, maintain in place comprehensive general liability insurance (and/or malpractice insurance) at all times during the term of this Agreement, naming the University as a named insured, as its interest may appear.

G. CHOICE OF LAW/VENUE

It is mutually understood and agreed that this Professional Service Agreement shall be governed by the laws of the United States Virgin Islands. Any and all suits for the enforcement of this agreement or arising for any breach of this agreement shall be instituted and maintained in a court of competent jurisdiction in the United States Virgin Islands.

H. TERMINATION

This Professional Services Agreement may be terminated upon 30 days' written notification if:

- (1) UVI and (NOP) mutually consent to termination;
- (2) UVI determines that (NOP) has defaulted on his/her/its obligations under this agreement and that he/she/it has failed to remedy such default within five days after written notification by UVI;
- (3) circumstances beyond the control of either party prevail, making continuation of the agreement impractical or impossible; or
- (4) UVI determines that continuation of the agreement is impossible, impractical or inconvenient.

I. REMEDIES

1. If this Agreement is terminated prior to completion of the contractual period pursuant to Paragraph H (1), (3) or (4), (NOP) shall cease performance of the work and take action to cancel any commitments in order to mitigate damages. Not less than 60 days after notice of termination, (NOP) shall submit a detailed claim for all costs incurred in the performance of the work, and non-cancelable commitments. If payments are less than the termination costs, UVI shall pay (NOP) the balance within 30 days. If payments already made exceed the termination costs, (NOP) shall refund the balance to UVI within 30 days.
2. If this Agreement is terminated pursuant to Paragraph H (2), UVI shall have any remedy available to it at law or in equity.

J. ACCESS TO RECORDS

(NOP) shall maintain books, records, documents, and other evidence and accounting procedures sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this contract. The University of the Virgin Islands, the US Department of Education, and the Comptroller General of the United States and/or their duly authorized representatives shall have access to any books, documents, papers and records of (NOP) which are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts and transcriptions.

K. KEY PERSONNEL (optional)

UVI considers (person(s) from company) to be key personnel in the performance of this assignment. Any change in key personnel must be approved in writing by UVI.

L. NO ASSIGNMENT

(NOP) shall not assign any of its rights or obligations under this Agreement without the prior express written consent of the University.

M. ENTIRE AGREEMENT

This written agreement contains the entire agreement between the parties and no oral statement or representations or prior written matter not contained in this instrument or incorporated herein by reference shall have any force or effect. To the extent there are any discrepancies between this Agreement and the incorporated exhibits attached hereto, the terms of the Agreement shall supersede. This agreement shall not be modified in any way except by a writing executed by both parties.

N. INTERPRETATION

It is agreed that if any provision of this agreement shall be determined to be void by any court of competent jurisdiction such determination shall not affect any other provision of this agreement, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this agreement is capable of two constructions, one of which would render the provision void and the other one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

O. FORCE MAJEURE

Neither UVI nor (NOP) shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war, where such cause was beyond, respectively the University or (NOP's) reasonable control. (NOP) shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of his/her/its obligation under this agreement.

P. FEDERAL CONTRACTUAL REQUIREMENTS

The source of funding for this agreement is federal grant dollars from the US Department of Education. Consequently, (NOP) is required to adhere to the applicable contract provisions in 2 CFR Part 200 Appendix II, incorporated herein by reference. These requirements may be found at <http://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200-appII.pdf>.

Q. NOTICE

Notice regarding any matters arising from this agreement shall be served to the following addresses:

UNIVERSITY OF THE VIRGIN ISLANDS
(Activity Director)
University of the Virgin Islands
No. 2 John Brewers Bay
St. Thomas, VI 00802

CONSULTANT
(NOP)
Address
City, State, Zip Code