Professional Services Agreement

This Professional Services Agreement (this "**Agreement**"), dated as of [DATE] (the "**Effective Date**"), is by and between [NAME], a service provider, located at [ADDRESS] (the "**Service Provider**") and Kent State University, a state institution of higher education established under the laws of Ohio, located at 800 E. Summit St., Kent, Ohio 44242 (the "**Customer**"). This Agreement shall be further governed by the “Additional Terms” (“Additional Terms”) [**posted here**](https://www-s3-live.kent.edu/s3fs-root/s3fs-public/file/Additional%20Terms%202022.doc.pdf).

1. Services. Service Provider shall provide to Customer the services (the **"Services"**) set forth in **Exhibit A**. Service Provider shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in Service Provider's field; and (e) to the satisfaction of Customer. Nothing in this Agreement shall prevent Customer from performing for itself or acquiring from other providers the same or similar services.
2. Customer's Obligations. Customer shall, as necessary and available, (a) provide Service Provider with access to Customer's premises, office accommodation, and other facilities as may reasonably be required by Service Provider for the purposes of performing the Services; (b) respond promptly to any Service Provider request for information or approvals, subject to Customer's reasonable discretion, that Service Provider requires to perform the Services.
3. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services, ending no later than [DATE] (“Term”), unless sooner terminated pursuant Article V of the Additional Terms.
4. Fees and Expenses; Payment Terms. In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees as provided for in Exhibit A, in accordance with Article IV of the Additional Terms. Any fees or expenses due under this Agreement shall be in accordance with relevant university policies published at [www.kent.edu/policyreg](http://www.kent.edu/policyreg).
5. Entire Agreement; Order of Precedence. This Agreement, together with Exhibit A and the Additional Terms, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and any other document incorporated herein, then the terms of this Agreement shall control unless expressly set forth otherwise in such document.

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this Amendment to be executed by their duly authorized officers, as of the day and year first written above.

**KENT STATE UNIVERSITY SERVICE PROVIDER**

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[NAME] [NAME]
[TITLE] [TITLE]

Exhibit A

1.  Scope of Work and/or Deliverables (“Services”). The relevant milestones, completion dates, and terms associated with this Agreement are as follows:

* *[Description of specific services and deliverable to be provided under this Agreement. Also include any Special Requirements/Certifications required to be held by the Contractor during the term of the Agreement.]*

The relevant deliverables associated with this Agreement, and completion dates, are as follows [if, none, please put “N/A” after first bullet]:

* *[Deliverable 1]*
* *[Deliverable 2], etc*

2.  Total Fee and Payment Schedule. All fees and expenses listed below are based on the scope and assumptions included in this Agreement, and shall be made in accordance with Article IV of the Additional Terms.

* [Fee], [Payment Date, if applicable]