Academic Affairs' Business Concept, Project & Special Contract Consideration Approvals

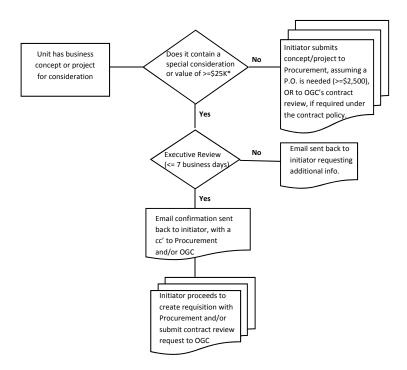
The Provost's Office has created a shared email box, AAContractReview@depaul.edu, to receive all proposed business concept/project proposals and potential contracts within the purview of Academic Affairs, with a dollar value of >= \$25,000* OR proposals involving any of the areas of special consideration, noted below:

- Proposals or projects which expand academic programs (e.g. affiliation agreements, articulation agreements, partnerships)
- Proposals or projects involving *unique tuition pricing arrangements* (e.g. discounted or zero tuition, cohort-pricing, exchanges both related to students and faculty)
- Proposals or projects involving or affecting more than one academic or administrative officer's area of responsibility
- Proposals or projects which seek to create consulting or independent contractor relationships (if >= \$25,000)
- Proposals or projects which expose the University to significant risk or liability (e.g. vehicles)

*Consistent with the University's Procurement policies and procedures, proposals or projects, related to **technology**, **and totaling** > **\$10,000**, require approval by Information Services. Additionally, items that could impact the university's infrastructure (such as servers, networking equipment or networked software) require approval by Information Services and/or the Provost's Office, regardless of dollar amount.

International programs and other international activities (e.g. study abroad, degree programs abroad, faculty and student exchanges, international visiting scholars, international grants and foreign academic consulting) should continue to be reviewed and approved according to established policies and processes.

Proposed business concepts/projects and all accompanying potential contract documentation should be emailed to the aforementioned email box. The Provost's Office will respond within seven (7) business days, or earlier, of initial receipt.



For additional support or questions please contact Cheryl Einsele (ceinsele@depaul.edu, x2-8489).



▶ MISSION

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Form Contracts & Other Forms



Links

POLICIES & PROCEDURES INSTITUTIONAL DIVERSITY HUMAN RESOURCES FINANCIAL AFFAIRS RISK MANAGEMENT COMPLIANCE





Or Search for People / Departments

General Counsel







Debrief with DePaul: The Insider's Guide to Developments in Higher Education Law

The OGC is pleased to release the latest edition of our online newsletter,

Debrief.

Click here for the latest issue.

Welcome from the Vice President and General Counsel

On behalf of my colleagues in the Office of General Counsel ("OGC"), I welcome you to our website. We hope the following pages show the high priority we place on providing first-rate legal services that are tailored to the needs of the DePaul Community.

We value, respect and work with all members of the University community, from the trustees to those on the front lines educating men and women for beneficial roles in our society. In broad terms, we see our role in two ways: zealously helping our clients meet their missions to our students, and proactively searching for and removing obstacles to those missions.

For many visitors to this website, this is the first introduction to the OGC. We hope it is a good and useful one. But if you cannot find your answer on the following pages, please do not hesitate to contact one of our lawyers. They will be happy to help you in any way they can.

We look forward to working with you.

--Jose Padilla

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Asking the right questions before contracting for goods and services

Before signing a contract, ask these questions:

What is the dollar value of the contract?

All contracts submitted to the the Office of the General Counsel (OGC) or Procurement Services must be accompanied by the contract's total actual or estimated dollar value.

Do I need to first get approval of my proposed business concept/project?

For all units under Academic Affairs, proposed business concepts and accompanying potential contract documentation should be emailed to aacontractreview@depaul.edu if the dollar value is expected to exceed \$25,000 or involve areas of "special consideration," as defined by Academic Affairs.

Am I authorized to sign contracts of this dollar amount?

If you are unsure, contact OGC. Only officers and a limited number of their specific designees are authorized to sign contracts within their areas of responsibility/departments.

Can a standard contract from OGC be used for this transaction?

If yes, legal review is not required as long as changes have not been made to the terms and conditions. Standard contracts for professional services, honoraria, performances and photography services are available on the OGC website.

GOODS OR SERVICES ≤ \$2,500

No special risk involved

For non-goods contracts over \$1,000, a formal written contract (e.g., quote or estimate) must be in place that includes agreed-on terms and signatures by both parties. If purchasing goods, proceed with purchase using ProCard or Voucher Check Request.

Involves special risk

Email draft contract along with completed Contract Submission Form to the OGC (contractreview@depaul.edu) for legal review. A copy of the executed contract must be sent to the OGC once all parties have signed.

GOODS OR SERVICES OVER \$2,500

No special risk and is less than \$50k

Submit purchase requisition and email draft contract along with all other backup documentation to buyer. Once all parties have signed, a copy of the contract should be sent to the appropriate buyer for approval of the purchase requisition.

Involves special risk or is over \$50k

Submit purchase requisition and email Contract Submission Form with attached draft contract to buyer to initiate OGC review. A copy of the executed contract should be sent to the appropriate buyer for approval of the purchase requisition. Procurement services will then supply a copy to OGC.

SPECIAL RISK CONTRACTS

- Involve a third party's use of DePaul's intellectual property (logo, trademarks, etc.)
- Involve the lease or purchase of real estate
- Require the university to indemnify or insure an outside party
- May expose DePaul to significant risk or liability
- Involve off-campus educational programs or activities
- Give any provider of goods or services access to private or confidential information
- Involve the authority to open or maintain banking accounts for the university.

DePaul University Policies & Procedures Manual

Back

Title Contract Requirements and Procedures		Category Operations
Responsible Department General Counsel	Responsible Officer Vice President and General Counsel	Effective Date 9/26/2012

I. General Scope

This policy affects the following groups of the University:

- Executive Offices
- · Assoc. / Assist Vice Presidents
- Budget Managers
- Vice Presidents
- Deans
- Directors/Department Chairs

II. Scope Detail

Anyone who review, negotiates, or signs a contract on behalf of DePaul

III. Policy Summary

This policy sets forth the protocol for entering into contracts on behalf of DePaul University. The policy details, among other things, when a written contract is required; which individuals have the authority to sign and negotiate contracts on behalf of DePaul; when a contract must be reviewed by the Office of General Counsel (OGC); and the procedures for obtaining OGC approval.

IV. Policy History

September 26, 2012:

There were minor changes to the policy by Anastasia Katinas, Office of the General Counsel.

April 14, 2010:

Numerous revisions were made to the policy, including clarifying when a written contract is necessary; changing the categories of "special risk" contracts that require legal review; changing who may negotiate a contract on behalf of the university; adding provisions regarding mandatory contractual terms; adding provisions regarding legal review of purchase orders; and clarifying procedures for the review, approval and filing of contracts.

May 24, 2007: Numerous revisions were proposed to the policy, including: increasing dollar figures as regards to the authority to negotiate and sign contracts; adding provisions about when written contracts are required; adding a category of contracts called "special risk contracts" for which legal review is required; clarifying procedures for review and approval of contracts.

March 29, 2004: This Policy was established in 1988. In recent months, a number of modifications have been made to the policy: details regarding the authority to negotiate and execute contracts and agreements have been developed into a matrix; guidelines and procedures have been added; a training requirement has been added; and Officers are required to update the General Counsel throughout the year in the event of changes to their list of Specific Designees.

V. Policy Approvals

Minor Changes/No Changes	09/26/2012
Presidential Approval	04/14/2010
Joint Council	04/07/2010
Policy Review Group	02/09/2010
Presidential Approval	01/01/2008
Academic Council	06/20/2007
Policy Review Group	05/24/2007
Presidential Approval	03/29/2004

VI. Policy

1. <u>Written Contract</u>. All contracts entered into on behalf of DePaul must be in writing. Oral agreements are not authorized regardless of whether there is an exchange of money.

The word "contract" means any document or agreement that legally binds DePaul or the party with whom DePaul is dealing. The phrase "on behalf of DePaul" means that a person, authorized to act pursuant to this or other university policies or articles of governance, acts as an agent of the university, thereby binding DePaul and potentially creating liability. The following types of documents are contracts and thus are subject to this policy: agreements to buy or sell goods, agreements to provide or obtain services, memorandums of understanding, affiliation agreements, leases or deeds affecting real estate, leases or deeds affecting movable property, software licenses, grant agreements, letters of intent, master service agreements, promissory notes, letters of appointment or employment, waivers and releases, debt instruments, "click to agree" website contracts, and any other document or agreement that could bind DePaul.

A formal written contract, i.e., a document with agreed-on terms, signed by both parties, must be in place for <u>all</u> non-goods contracts (e.g., contracts for services, consulting, construction, licensing, etc.), unless the contract value is less than \$1,000, and all Special Risk contracts (defined in No. 7below), unless authorized otherwise by OGC. A formal written contract is <u>not</u> required for transactions only involving the purchase of goods, provided that (a) Procurement Services' policies and procedures are followed, and (b) the transaction does not involve any issues of Special Risk.

A formal written contract is <u>not</u> required for the majority of honorarium payments, provided that the Honorarium Payments policy is followed. See the Honorarium Payments policy. In some situations, such as those involving copyright and licensing issues, the OGC may require the use of its preapproved Honorarium Agreement appearing on the OGC's website (http://generalcounsel.depaul.edu/).

This policy should be applied to extensions and renewals of existing contracts as if such arrangements were being negotiated and signed for the first time.

In the event that the Board of Trustees has, pursuant to a resolution or otherwise, provided specific authority to an Officer or Officers of DePaul to negotiate or execute certain contracts, such specific authority shall supersede the provisions of this policy regarding authority to negotiate or execute contracts. In furtherance of the authority given to the Vice President for

Finance and the Treasurer in Article VIII of the university's By-laws, the Vice President for Finance and the Treasurer shall each have the authority to execute contracts and agreements related to the funds, securities and investments of the university, without restriction on the value thereof but within any limitations and pursuant to any requirements established by the Board of Trustees from time to time.

- 2. <u>Signing Party.</u> All DePaul contracts should be signed on behalf of "DePaul University," not in the name of a specific department, center, institute, or other entity.
- 3. Authority to Negotiate and Sign. Executive Officers, Academic Officers, and Administrative Officers of DePaul University ("Officers") generally may delegate authority to negotiate contracts to any employee within the Officer's area of responsibility. Officers and a limited number of their Specific Designees (normally not more than three per each operational area by VP or per each college/school by Dean)generally are authorized to sign contracts within their respective areas of competence and responsibility. Officers must exercise oversight of, and will be held accountable for, the contracts negotiated and signed by their departments, including contracts executed in violation of this policy. Officers and their Specific Designees may sign contracts in accordance with the following chart:

Value of Contract Greater than or equal to But less than		Authority to Sign	
\$ 0	\$250,000	Executive Officers Academic Officers Administrative Officers Specific Designees	
\$ 250,000	and above	Executive Officers	

The authority to negotiate and sign Purchase Orders shall be determined by Procurement Services.

- 4. Executive Officer Signature. The following contracts may be approved and signed only by an Executive Officer:
 - a. Contracts that govern activities in more than one Academic Officer's or Administrative Officer's area of competence and responsibility;
 - b. Contracts that are for a duration of more than 3 years;
 - c. Contracts that establish a relationship with a provider of goods and services to the exclusion of all other providers of similar goods or services; and
 - d. Contracts that include a provision that will renew the contract or agreement automatically.
- 5. Leases for Real Property. The OGC will forward all leases for real property to the Office of University Real Estate for review. Agreements for the lease of real property exceeding \$25,000, longer than one year in duration, or containing an option to extend must be approved and signed by an Executive Officer, the Treasurer or the Vice President for Finance.
- 6. Legal Review of Contracts. The legal terms of all contracts with an actual or estimated value of \$50,000 or more or with Special Risk (as defined in No. 8 below) must be reviewed by the OGC before execution. Included in this mandatory review are contracts (such as master service agreements) that might incur an aggregate of \$50,000 or more of charges or expenses during the term of the contract, as well as contracts for the purchase of goods with a value of \$50,000 or more.

- 7. <u>Legal Review of Purchase Orders</u>. For goods or services that require a Purchase Order, Procurement Services will determine if the OGC's review of legal terms is necessary and will facilitate the review process with the submitting department and the OGC. Procurement Services may initiate a review by the OGC if the purchase falls into a Special Risk category (as defined in No. 8), if the value of the purchase exceeds \$250,000, or if Procurement Services otherwise feels the OGC's review of legal terms is warranted. See Purchasing Authority and Purchasing Requirements policies.
- 8. <u>Special-Risk Contracts</u>. The following "Special-Risk" contracts require a formal written contract (unless OGC authorizes otherwise) and, regardless of the dollar value, the legal terms must be reviewed by the OGC:
 - a. Contracts that involve a third party's use of DePaul's intellectual property (such as university logos, marks, artwork, symbols, or copyrighted materials);
 - b. Contracts involving the lease or purchase of real estate;
 - c. Contracts that require the university to indemnify or insure an outside party;
 - d. Contracts involving off-campus educational programs or activities (such as international affiliation agreements, international programs (e.g. study abroad) contracts, and student internship/service-learning contracts). (This Special Risk category excludes (1) domestic hotel, catering, meeting space, and individual car rental contracts, unless such contracts fall into another Special Risk category; and, (2) certain contracts related to international programs managed by the International Programs Office in accordance with procedures developed by Financial Affairs, in consultation with Academic Affairs and the OGC. Please consult with the OGC regarding any questions about whether a contract related to an international program requires a written contract or review.);
 - e. Contracts that will give any provider of goods or services access to private or confidential information (such as information protected by FERPA, HIPAA, or the Gramm-Leach-Bliley Act);
 - f. Contracts that may expose DePaul to significant risk or liability; and
 - g. Contracts that involve the authority to open or maintain banking accounts for the university. See the DePaul University Bank Accounts policy.
- 9. <u>Mandatory Terms</u>. For certain contracts that the OGC designates as "high-risk" because of either dollar value or subject matter, the OGC may insist upon certain specific legal terms. Certain types of these contracts and the accompanying mandatory terms are listed below. Only Executive Officers, in consultation with the OGC, may approve revised mandatory terms or approve proceeding with a contract without mandatory terms.

Contract Type	Mandatory Terms		
Independent contractor or consultant	Indemnity provision		
agreements over \$50,000	"Consultant's capacity" provisions (i.e. not a		
	DePaul employee, DePaul not responsible for		
	taxes or benefits)		
	Employment authorization provision (i.e.		
	Consultant will not employ workers who are not		
	authorized to work in the United States)		
Construction agreements	Indemnity provision		
	Insurance provision		
Real estate purchase agreements and	Indemnity provision		
lease agreements where DePaul is the	Insurance provision		
lessor			
Intellectual property license agreements	Warranty of ownership in the intellectual		
100 Nation (100 Na	property		
	Indemnity against infringement claims		

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Technology agreements	Warranty of ownership in the intellectual property Indemnity against infringement claims
International agreements	Tax provision relating to foreign service providers (i.e. no tax presence nor services performed in the United States) Provision relating to citizenship of employees of foreign service providers (i.e. screening of employees for tax purposes)

- Multiple Departments. If a contract governs activities in more than one Officer's area of responsibility or department, the Officer must consult with the other affected areas prior to execution of the contract.
- 11. <u>Scope of Authority</u>. No person has the authority to bind DePaul contractually except in accordance with this policy. Contracts signed by individuals acting beyond the scope of their authority may be void and can result in personal liability.
- 12. <u>Pre-Approved Standard Contracts</u>. The OGC may create, make available and approve the use of standard contracts that may be used without additional review and approval by OGC, provided that no alterations are made to the standard contract. The standard contracts shall be made available on the OGC's website (http://generalcounsel.depaul.edu/).
- 13. Contract Required Before Start of Services or Purchase of Goods. Departments shall not begin or accept any contractual services unless a contract has been signed by all parties. Likewise, a department shall not purchase any goods unless the seller has accepted a Purchase Order issued by Procurement Services or the purchase complies otherwise with Procurement Services' policies and procedures. OGC or Procurement Services may, in limited extenuating circumstances, authorize a department to proceed without a written finalized agreement.
- 14. Filing of Contracts. The OGC shall maintain all original executed contracts that are subject to review under this policy and Officers shall have such original executed contracts forwarded to the OGC in a timely manner. Original contracts may include contracts with faxed or scanned signatures. The OGC may establish appropriate practices and procedures for maintaining and protecting original signed contracts. Absent other approved arrangements, departments shall file, maintain and protect all other original signed contracts in their respective areas in accordance with DePaul?s Records Management policy. See Records Management policy.

VII. Procedures

Approval and Filing of Contracts Process in Detail when a Purchase Order is Required:

A Purchase Order generally is required for all goods or services over \$2,500. See the Purchasing Authority and Purchasing Requirements policies for more information. For contracts requiring a Purchase Order, follow these procedures:

STEP 1: Officers or Specific Designees who seek to enter into a contract on behalf of DePaul shall (a) carefully read and review the proposed contract and make sure the contract makes good business sense for DePaul; and (b) review and approve the contract's business terms (e.g., dates, pricing, quantities, payment terms, scope of work, etc.).

STEP 2: The requesting department enters a requisition into the PeopleSoft Financials system and submits the proposed contract along with any exhibits, the Contract Review Submission Form (unless not required by the OGC), and any needed backup to Procurement Services.

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- **STEP 3:** Procurement Services will review the business terms and route the draft contract to any additional offices for review as outlined in the Purchasing Authority policy. This routing also will include the OGC if the draft contract requires legal review as outlined above (i.e., the contract is \$50,000 or more or a Special Risk contract).
- STEP 4: If legal review is required, the OGC will endeavor to respond to the department via email within one business day to acknowledge receipt of the contract. The OGC will check the signatory listed on the Contract Review Submission Form against its list of authorized signatories. An OGC attorney will be assigned to review the legal terms of the contract. Barring special circumstances (e.g., an agreement with the department submitting the contract), the OGC will endeavor to respond within 7 business days with comments on the contract and potentially a red-lined version of the contract and will inform the department if the contract requires specific mandatory terms. (The 7 business day timeframe only begins once all pertinent documentation has been received by the OGC.) During the review process, the OGC will assist the department in contacting other DePaul departments or offices if additional review may be required. If a contract has unreasonable indemnification requirements, unreasonably exposes DePaul to significant risk or liability, requires DePaul to insure an outside party, or an outside party to insure DePaul, the OGC will consult with Risk Management or recommend to the department that it do so.
- **STEP 5:** The department will review the OGC's suggested modifications and will negotiate the revised contract with the third party to determine that the suggested modifications are acceptable.
- **STEP 6**: The Officer or Specific Designee will review the revised pre-execution contract and confirm that all mutually agreed upon changes have been incorporated and that, if necessary, the contract contains the applicable mandatory terms. If mandatory terms are absent, the OGC will, as necessary, consult with the appropriate Executive Officer. The assigned OGC attorney will assist with further review if additional modifications to the contract are suggested.
- **STEP 7:** The Officer or Specific Designee will sign the contract and return the original to Procurement Services immediately upon receiving the fully executed contract. Procurement Services will in-turn, approve the requisition and generate a Purchase Order as well as ensure the original contract is delivered to the OGC for storage in accordance with DePaul?s Records Management policy.
- **STEP 8:** When the OGC receives the signed contract, it will review the contract, as necessary, for the inclusion of specified mandatory terms and will notify the appropriate Executive Officer immediately if a mandatory term is absent.
- **STEP 9:** The OGC will report semi-annually to Executive Officers, Internal Audit and the Office of Institutional Compliance on (1) contracts reviewed; (2) the non-receipt of signed contracts; and (3) the absence of mandatory contractual terms.

Approval and Filing of Contracts Process in Detail when a Purchase Order is not Required:

For all other types of contracts not requiring a Purchase Order (e.g., employment contracts, master agreements, leases, etc.), follow these procedures:

STEP 1: Officers or Specific Designees who seek to enter into a contract on behalf of DePaul shall (a) carefully read and review the proposed contract and make sure the contract makes good business sense for DePaul; (b) review and approve the contract's business terms (e.g., dates, pricing, quantities, payment terms, scope of work, etc.); (c) determine what DePaul policies may apply to the review and signature of the contract; and (d) obtain review and approvals from other DePaul offices or departments (e.g., Risk Management for insurance-related matters, Financial Affairs for accounting, international and tax-related matters, OSPR for sponsored research, etc.).

- **STEP 2**: If OGC review of the legal terms is not required (i.e., the contract is under \$50,000 and is not a Special Risk contract), the Officer and/or Specific Designee shall route the contract through the appropriate departments or offices (e.g., OSPR for grant agreements, Procurement Services for vehicle purchase agreements, etc.).
- STEP 3: If OGC review of the legal terms is required (i.e., the contract is \$50,000 or more or a Special Risk contract), the department responsible for the contract shall (a) route the contract through the appropriate departments or offices (e.g., OSPR for grant agreements, Risk Management for insurance-related terms, Financial Affairs for accounting, international, tax-related issues, and payment terms, Public Safety for safety-related issues, etc.); and then (b) complete a Contract Submission Form (available athttp://generalcounsel.depaul.edu/Services/Contracts_and_Waivers/Contract_Review /index.html) (unless not required by the OGC) and submit it along with the contract (including all addenda, exhibits, etc.) to the OGC, preferably in electronic format via contractreview@depaul.edu.
- STEP 4: The OGC will endeavor to respond to the department via email within one business day to acknowledge receipt of the contract. The OGC will check the signatory listed on the Contract Review Submission Form against its list of authorized signatories. An OGC attorney will be assigned to review the legal terms of the contract. Barring special circumstances (e.g., an agreement with the department submitting the contract), the OGC will endeavor to respond within 7 business days with comments on the contract and potentially a red-lined version of the contract and will inform the department if the contract requires specific mandatory terms. (The 7 business day timeframe only begins once all pertinent documentation has been received by the OGC.) During the review process, the OGC will assist the department in contacting other DePaul departments or offices if additional review may be required. If a contract has unreasonable indemnification requirements, unreasonably exposes DePaul to significant risk or liability, requires DePaul to insure an outside party, or an outside party to insure DePaul, the OGC will consult with Risk Management or recommend to the department that it do so.
- **STEP 5:** The department will review the OGC's suggested modifications and will negotiate the revised contract with the third party to determine that the suggested modifications are acceptable.
- **STEP 6**: The Officer or Specific Designee will review the revised pre-execution contract and confirm that all mutually agreed upon changes have been incorporated and that, if necessary, the contract contains the applicable mandatory terms. If mandatory terms are absent, the OGC will, as necessary, consult with the appropriate Executive Officer. The assigned OGC attorney will assist with further review if additional modifications to the contract are suggested.
- **STEP 7:** The Officer or Specific Designee will sign the contract and return the original to the OGC for storage in accordance with DePaul?s Records Management policy within 7 days of receiving the fully executed contract. If after 30 days, the OGC still has not received the signed contract, it will inquire regarding the status of negotiations and remind the Officer or Specific Designee of the contract-filing requirement. If the Officer or Specific Designee responds that the contract still is under negotiation, does not respond, or does not submit the signed contract, the OGC will send an additional reminder after another 30 days.
- **STEP 8:** When the OGC receives the signed contract, it will review the contract, as necessary, for the inclusion of specified mandatory terms and will notify the appropriate Executive Officer immediately if a mandatory term is absent.
- **STEP 9:** The OGC will report semi-annually to Executive Officers, Internal Audit and the Office of Institutional Compliance on (1) contracts reviewed; (2) the non-receipt of signed contracts; and (3) the absence of mandatory contractual terms.

Authorized Designees

The OGC shall contact Officers annually and ask them to provide a written list of individuals authorized

to sign contracts within their area of competence and responsibility ("Specific Designees") along with authorized dollar levels, within the limits set forth in the grid in Section V. Officers shall promptly notify the General Counsel in writing of any changes during the year.

Training

The OGC will periodically offer training sessions and materials regarding this policy and its related processes.

VIII. Divisional Collaborations

- The Office of Institutional Compliance
- Risk Management
- Internal Audit
- Procurement Services
- Financial Affairs (Controller's Office, Accounts Payable, Tax Services, and Treasury)
- Academic Affairs

IX. Contact Information

General questions regarding the Contract Requirements and Procedures Policy may be answered by consulting the Office of the General Counsel's website at http://generalcounsel.depaul.edu . Employees with specific questions may forward their requests for information to contractreview@depaul.edu .

X. Appendices

OTHER UNIVERSITY POLICIES. Departments should be aware that other university policies may apply to the review, negotiation, internal DePaul routing, and signing of a contract, including but not limited to the following:

<u>Purchases More Than \$2,500</u>. Departments making purchases of more than \$2,500 must open a requisition with Procurement Services. Departments should review DePaul's Purchasing Authority and Purchasing Requirements policies and contact Procurement Services for additional information. See <u>Purchasing Authority</u> and <u>Purchasing Requirements</u> policies.

Externally Funded Grants and Contracts. All externally funded grants and contracts must be submitted to the Office of Sponsored Programs & Research (OSPR), which is responsible for coordinating proposal review, proposal approval, award negotiation, and final contract execution. Departments and Principal Investigators should consult DePaul's Administration of Externally Funded Grants and Contracts policy and contact OSPR for additional information. See Administration of Externally Funded Grants and Contracts policy.

<u>Vehicle Purchase/Lease Agreements</u>. All requests for vehicle purchases or leases must be initiated through Procurement Services. Departments should review DePaul's Vehicle Acquisition policy and contact Procurement Services for additional information. See Vehicle Acquisition policy.

<u>Competitive Bids</u>. All purchases over \$25,000 require documentation of competitive bids, an approved exception from either Procurement Services or an Executive Officer, or otherwise be in compliance with the Competitive Bidding policy. Departments and individuals should consult

the Competitive Bidding policy and contact Procurement Services for additional information. See Competitive Bidding policy.

<u>Conflict of Interest</u>. Employees who have a conflict of interest or an appearance of a conflict of interest in a matter must refrain from involvement in that matter or disclose the matter pursuant to DePaul's Conflict of Interest policy and ensure that proper safeguards are put in place. Employees should contact Accounts Payable or the Controller's Office for additional information. See <u>Conflict of Interest policy</u>.

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POLICIES & PROCEDURES INSTITUTIONAL DIVERSITY HUMAN RESOURCES FINANCIAL AFFAIRS RISK MANAGEMENT COMPLIANCE



Or Search for People / Departments

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General Counsel

CONTRACT REVIEW

Per DePaul's Contract Requirements and Procedures Policy, the legal terms of all contracts with an actual or estimated value of \$50,000 or more or with "Special Risk," as defined by the Policy, must be reviewed and approved by the OGC before execution. The following contracts are considered to have "Special Risk":

- Contracts involving a third party's use of DePaul's intellectual property, such as university logos, marks, artwork, symbols, or copyrighted materials;
- Contracts involving the lease or purchase of real estate;
- Contracts requiring the university to indemnify or insure an outside party;
- Contracts involving off-campus educational programs or activities (such as international
 affiliation agreements, study abroad contracts, and student internship/service-learning
 contracts);
- Contracts that will give any provider of goods or services access to private or confidential information (such as information protected by FERPA, HIPAA, or the Gramm-Leach-Bliley Act):
- · Contracts involving the authority to open or maintain bank accounts for the university; and
- Contracts that may expose DePaul to significant risk or liability.

Beginning November 1, 2010, there will be two sets of procedures to submit a contract for legal review by the OGC.

If the contract will require a requisition (most purchases of goods and services over \$2,500), the department should follow Procurement Services' Procedures and enter a requisition into the eProcurement system. The department will send the contract, a Contract Review Submission Form (available here), and the quote/estimate to the appropriate Procurement Services buyer. Procurement Services will send the contract to the OGC for legal review.

If a requisition is not required, the department should email the contract, a Contract Review Submission Form (available here), and all other pertinent documents to contractreview@depaul.edu.

Under either procedure, after a contract is submitted for legal review, you will receive an email response stating which OGC attorney will conduct the review and an estimated date of completion. If you do not receive an email response within one business day, or if you have any questions, please contact the OGC at (312) 362-8865.



OGC LEGAL AFFAIRS EDUCATION PROGRAM

CONTRACTING AND PURCHASING AT DEPAUL, FROM START TO FINISH

A JOINT PRESENTATION BY ANASTASIA KATINAS, OFFICE OF THE GENERAL COUNSEL ABRAHAM REISING. PROCUREMENT SERVICES

DEPAUL'S RECENTLY-REVISED CONTRACT POLICY

- What does the policy cover? What is a contract?
 - A contract is "any document or agreement that legally binds DePaul or the party with whom DePaul is dealing."

DEPAUL UNIVERSITY

EXAMPLES OF CONTRACTS

- Contracts have many names
 - Memorandum of Understanding
 - License Agreement or Consulting Agreement
 - Lease
 - Appointment Letter
 - Bill of Sale
 - Letter of Intent
 - Waiver/Release



WHEN IS A WRITTEN CONTRACT REQUIRED?

- A formal written contract signed by both parties is required for all non-goods contracts that are more than \$1,000 in value
- A formal written contract signed by both parties is required for purchases that involve "Special Risk"

DEPAUL UNIVERSITY

WHEN IS A WRITTEN CONTRACT NOT REQUIRED?

- A formal written contract is NOT required for transactions involving goods, as long as
 - Procurement's policies and procedures are followed and
 - The transaction does not involve any issues of "Special Risk"
 - The purchase is less than \$50,000 in value



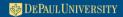
WHAT IS "SPECIAL RISK"?

- Contracts involving a third party's use of DePaul's <u>intellectual property</u> (such as university logos, marks, artwork, symbols, or copyrighted materials);
- Contracts involving the <u>lease or purchase of real estate</u>;
- Contracts requiring DePaul to indemnify or insure an outside party;
- Contracts involving <u>off-campus educational programs or activities</u> (such as international affiliation agreements, study abroad contracts, and student internship/service-learning contracts);
- Contracts that will give any provider of goods or services <u>access to private</u> <u>or confidential information</u> (such as information protected by FERPA, HIPAA, or the Gramm-Leach-Bliley Act);
- Contracts involving the authority to <u>open or maintain banking accounts</u> for the university; and
- · Contracts that may expose DePaul to significant risk or liability



NEGOTIATING CONTRACTS

- The revised Contract Policy allows DePaul Officers to delegate authority to negotiate contracts to any employee in the Officer's area
- Previously only Officers' "Specific Designees" could negotiate contracts



SIGNING CONTRACTS

- All university contracts must be signed on behalf of "DePaul University," not in the name of an individual, center, school, department, etc.
- Only Officers and a limited number of "Specific Designees" authorized by the Officers may sign contracts



EXECUTIVE OFFICER SIGNATURE REQUIRED

- Contracts valued at more than \$250,000
- Contracts involving activities in more than one Officer's area of responsibility
- Contracts lasting for more than three years
- Contracts establishing an exclusive relationship with a provider of goods or services
- Contracts that automatically renew



LEGAL REVIEW BY THE OGC

- Pre-approved form agreements do NOT require further legal review
- OGC review of the legal terms of contracts is required when
 - The actual or estimated value of a contract is \$50,000 or more
 - Includes contracts that might incur an aggregate value of \$50,000 or more
 - A contract that involves "Special Risk"



CONTRACTING AND PURCHASING PROCEDURES-**HOW TO**

- First, consider whether the transaction makes good sense for DePaul
 - Does it comply with university policy?
 - Is there sufficient budget?
 - What are the business terms? Are they favorable?
 - Does DePaul have preferred vendors?



TWO SETS OF PROCEDURES

- PO required
- Examples
 - More than \$2,500 in value
 - Consulting agreementEmployment contract
 - Goods purchase
 - Venue rental

- · PO not required
- Examples
 - Less than \$2,500 in value

 - Lease
 - Honorarium



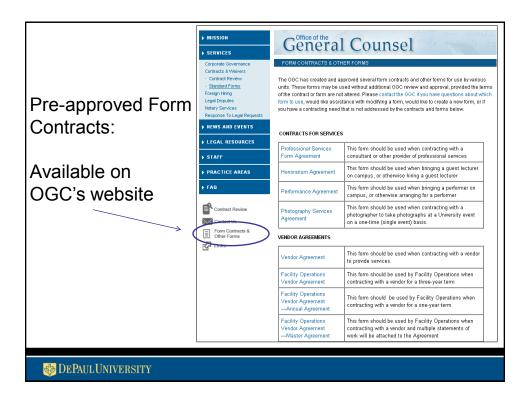
WHEN A PO IS REQUIRED



Department Responsibility:

- •Determines a purchase is needed and <u>selects a vendor</u> who is best able to fulfill the order
- •If over \$2,500, enters a requisition into eProcurement
- •Reviews business terms
- •Obtains a written agreement:
 - Vendor's contract
 - Pre-approved contract from OGC's website
 - Other written agreement
- •Sends the <u>quote /estimate</u>, <u>contract</u> and <u>contract submission form</u> (available on OGC's website) to appropriate buyer





Procurement Services Responsibility:

- Reviews requisition request and contract
- •Works with departments when questions or suggestions arise regarding contract or business terms
- •Determines if OGC review of legal terms is needed (over \$50,000 or "Special Risk")
 - If using a standard contract, no further review is needed by OGC!
- •Approves requisition, which (potentially) routes to other areas for approval
 - OSPR for grants
 - Financial Accounting for capital items
 - IS for large technology orders
 - Procurement/Treasury for high \$ amounts
 - OGC for legal review of contract



OGC Responsibility:

- •Receives draft contract and any comments from Procurement Services/other approvers
 - Department will be copied on this email to know contract has been routed to OGC
- •Reviews legal terms
- •Submits comments back to department for follow-up with vendor
 - Reviews normally conducted within 7 working days
- •Approves requisition, indicating the legal review was completed
 - This routes the requisition back to your buyer, who will be the final approver



Department Responsibility:

- •Completes contract negotiation with vendor, incorporating changes from OGC
- •Officer or Specific Designee executes (signs) contract
- •Sends <u>original</u> fully-executed contract to Procurement Services

Procurement Services Responsibility:

- Receives executed contract
- •Forwards contract to OGC for filing in accordance with the Records Management policy
- •Approves requisition/generates purchase order
- •Sends purchase order, backup and standard terms to vendor



Vendor Responsibility:

- •Fulfills terms of the order/contract
- •Sends copy of invoice(s) with purchase order number indicated



WHEN NO PURCHASE ORDER IS REQUIRED



Department Responsibility:

- Obtain review and approvals from other areas, for example
 - OSPR for grants
 - Controller for accounting, international and tax-related matters
- Send the contract, contract submission form and any addenda, exhibits, etc. to the OGC at contractreview@depaul.edu



OGC Responsibility:

- Receives draft contract and any comments from other approvers
- OGC assigns an attorney to review the legal terms of the contract and normally responds within 7 business days with comments
- If necessary, OGC will assist the department in consulting with other offices, such as Risk Management



Department Responsibility:

- Reviews the OGC's comments and completes contract negotiation with vendor, incorporating changes from OGC
- Officer or Specific Designee signs contract
- Within 7 days sends <u>original</u> fully-executed contract to OGC



CONCLUSION

- Questions?
- Resources
 - http://generalcounsel.depaul.edu/
 - http://financialaffairs.depaul.edu/procurement/



CONTRACT REVIEW SUBMISSION FORM

PART 1: REQUIRED PROCEDURES

If the contract requires a Purchase Order:

- Enter a requisition into the PeopleSoft Financials system and submit this form, the contract and ALL contract materials — including attachments, exhibits and any needed back-up — to Procurement Services; and
- Forward the original fully executed contract to Procurement Services after all parties have signed it.

If the contract does NOT require a Purchase Order:

- E-mail this form, the contract and ALL contract materials including attachments, exhibits and any needed back-up to contractreview@depaul.edu; and
- Forward the original fully executed contract to the OGC after all parties have signed it.
- Please e-mail your questions to contractreview@depaul.edu.

TARI 2:	SIGNATURE AND CO	JNIACI INFURMATION		
1. Person(s) signing the contract	on behalf of DePaul*:	Dept.:		
2. Person(s) the OGC should sen	d its legal comments to	Phone:	E-mail:	
3. Date of request for contract re	view:			
4. Contract Duration:	Start Date:	End Date:		
		*		
PART	3: GENERAL CONTI	RACT INFORMATION		
1. Other Party (or Parties) to the	contract:			
2. Brief Description of contract C	Goods or Services:			
3. Contract Dollar Amount in Ag	ggregate*:			
(Dollar amount is mandatory.	Estimate if necessary	.)		
4. Contract Duration:	Start Date:	End Date:		
I	PART 4: ROUTING I	INFORMATION		
(Note: Failure to R	COUTE THE CONTRAC	T PROPERLY MAY RESUL	T IN DELAY)	
1. Does the contract have insura	nce requirements for I	DePaul or the other party?	Yes 🗌 No 🗌	
If yes, speak with the OGC abo	If yes, speak with the OGC about contacting Risk Management.			

^{*}Per the Contract Requirements and Procedures Policy, only Officers and Specific Designees may sign contracts, per their respective authority levels. Only Executive Officers may sign contracts valued at \$250,000 or over, including estimated value. Externally sponsored projects may be signed only by the Provost or one of his designees. **Contact the OGC for questions regarding signature authority.**

2.	2. Will DePaul receive consulting services under the contract? If yes, is the consultant an independent contractor or an employee under the IRS regulations?				
	Contact Accounts Payable or Payroll if no determination about the consultant's status has been made <u>or</u> if the consultant is an employee.				
3.	Does the contract require payments to or from a non-United States person, business or government?	Yes No No			
	If yes, contact Accounts Payable if you have not yet done so.				
4.	Does the contract (i) lease property or equipment by or to DePaul, (ii) require the use or management of DePaul property, (iii) impose a financial obligation, such as debt, upon DePaul, or (iv) require or pertain to banking services?	Yes No No			
	If yes, contact the Treasurer's Office if you have not yet done so.				
5.	Does the contract include any advertising or sponsorship payments to DePaul? If yes, contact DePaul's Tax Manager if you have not yet done so.	Yes No No			
6.	Is DePaul receiving any gifts, annuity payments or alternative investments under the contract?	Yes No No			
	If yes, contact Advancement if you have not yet done so.				
7.	Does the contract involve information technology — regardless of amount — that could impact DePaul's infrastructure (such as servers, networking equipment, or networked software)?	Yes No No			
	If yes, contact Information Services if you have not yet done so.				
	PART 5: SPECIAL RISKS NOT ADDRESSED ABOVE				
1.	Does the contract involve a third-party's use of DePaul's intellectual property (e.g., university logos, artwork, or copyrighted material)?	Yes No No			
2.	Does the contract require DePaul to indemnify another party or another party to indemnify DePaul?	Yes No No			
3.	Does the contract involve any off-campus educational programs or activities?	Yes 🗌 No 🗌			
4.	Does the contract involve (i) private or confidential information (such as student records, medical records, financial records, or Social Security numbers) or (ii) electronic data?	Yes No No			
5.	Does the contract expose DePaul to any other significant risks or liabilities? If yes, please identify those risks or liabilities:	Yes No No			

PART 6: OTHER CONCERNS

If you have any other items of concern or issues you wish to be addressed during contract review, state those items or issues here:



POLICIES & PROCEDURES INSTITUTIONAL DIVERSITY HUMAN RESOURCES

FINANCIAL AFFAIRS RISK MANAGEMENT COMPLIANCE





Or Search for People / Departments

General Counsel

FORM CONTRACTS & OTHER FORMS

The OGC has created and approved several form contracts and other forms for use by various units. These forms may be used without additional OGC review and approval, provided the terms of the contract or form are not altered. Please contact the OGC if you have questions about which form to use, would like assistance with modifying a form, would like to create a new form, or if you have a contracting need that is not addressed by the contracts and forms below.

CONTRACTS FOR SERVICES

Professional Services Form Agreement	This form should be used when contracting with a consultant or other provider of professional services	
Honoraria Agreements	These forms should be used for guest lecturers, either on-campus or elsewhere	
Performance Agreement	This form should be used when bringing a performer on campus, or otherwise arranging for a performer	
Photography Services Agreement	This form should be used when contracting with a photographer to take photographs at a University event on a one-time (single event) basis	
Master Services Agreement	This form should be used when contracting with a provider of services and multiple projects will occur over time	

VENDOR AGREEMENTS

Vendor Agreement	This form should be used when contracting with a vendor to provide services. This form should be used by Facility Operations when contracting with a vendor for a three-year term This form should be used by Facility Operations when contracting with a vendor for a one-year term This form should be used by Facility Operations when contracting with a vendor and multiple projects or purchases will occur over time	
Facility Operations Vendor Agreement		
Facility Operations Vendor Agreement— Annual Agreement		
Facility Operations Vendor Agreement— Master Agreement		
Master Services Agreement for Marketing Communications	This form should be used by Marketing Communications when contracting with a vendor and multiple projects or purchases will occur over time	
Student Affairs Vendor Agreement	This form should be used by Student Affairs when contracting with a vendor for a single event	

MISSION

SERVICES

Corporate Governance Contracts & Waivers

- Contract Review
- Standard Forms Foreign Hiring Legal Disputes Notary Services Response To Legal Requests

LEGAL RESOURCES

STAFF

▶ PRACTICE AREAS

▶ FAQ



Contract Review



Contact Us



Form Contracts & Other Forms



HOTEL & CATERING CONTRACTS

Venue and Catering Agreement	This form should be used when renting out a venue with catering for a University event
Venue Only Agreement	This form should be used when renting out a venue for a University event
Event Catering Agreement	This form should be used when contracting with a caterer for a single University event
Master Contract for Event Catering	This form should be used when contracting with a caterer for multiple University events

RELEASES & TRAVEL FORMS

Photo Release	This form should be used when an individual will have his or her photograph taken at a University event for use by the University
Recording Consent & Release	This form should be used when the University will be recording a speaker or performance for use by the University
Travel Release & Waiver	This form should be used as required by the University Vehicle, Driver, and Travel Safety Policy, and as otherwise directed by the OGC
Emergency Contact & Medical Information Form	This form should be used in conjunction with the Travel Release & Waiver for certain events

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CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), is made by and between ("Contractor") and DePaul University, an Illinois not-for-profit corporation ("DePaul").

- 1. <u>Services.</u> Contractor agrees to provide DePaul with the services detailed in Exhibit A to this Contract ("Services").
- 2. <u>Performance Dates</u>. Contractor shall begin performing the Contract on and finish performing the contract on , unless the Contract (i) is mutually extended by written agreement of the parties or (ii) sooner terminated as provided herein. *Contractor may not begin performing the Services until this Contract has been signed by both parties*.
- 3. <u>Compensation.</u> In consideration for the Services, DePaul will pay Contractor per the Payment Schedule in Exhibit B.
- 4. <u>Standard of Performance</u>. Contractor represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Contract, and agrees to perform its obligations under this Contract in a professional manner, consistent with prevailing industry standards and practices. All work performed shall be in accordance with applicable local and federal laws and industry standards, and Contractor will be responsible for obtaining all permits and licenses required in connection with performance of services under this Contract.
- 5. <u>Insurance.</u> Contractor shall maintain during the term of this Contract insurance policies described in this paragraph, issued by insurance companies licensed to do business in the State of Illinois and with a minimum A.M. Best rating of A- VII. Before Contractor begins the Services, Contractor shall mail or fax certificates of insurance showing compliance with these insurance requirements to DePaul at the following address/fax number:

DePaul University
Insurance & Loss Prevention
55 E. Jackson Blvd., 19th Floor
Chicago, IL 60604
Fax: (312) 362-6023 / Tel: (312) 362-8498

The following policies are required:

- **Commercial General Liability** insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury, property damage, personal injury and contractual liability.
- **Professional Liability** insurance covering acts, errors, mistakes or omissions arising out of or related to the Services, with a limit of not less than \$1,000,000 per claim.
- **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
- Worker's Compensation insurance with limits as required by federal and state law, and Employer's Liability Insurance of not less than not be less than \$100,000 per accident for injury, and \$100,000 per employee for disease with a \$500,000 disease policy limit.

All such insurance policies, except Workers' Compensation, shall name DePaul, its affiliates, trustees, directors, officers, faculty, employees, and agents as additional insureds. Insurance policies issued on a "claims made" basis shall extend for two years past completion of the Services. Contractor's insurance must be primary with respect to any insurance or self-insurance maintained by DePaul. Contractor and its insurers waive all rights of subrogation against DePaul, its affiliates, trustees, directors, officers, faculty, employees, and agents.

- 6. Independent Contractor. The relationship between DePaul and Contractor shall, at all times, be that of an independent contractor. It is further understood that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or employee of the other. DePaul shall not be responsible for withholding taxes with respect to the Contractor's compensation. Contractor shall have no claim against DePaul hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor shall not have the authority to enter into any contract or agreement to bind DePaul University and shall not represent to anyone that it has such authority. Contractor represents and warrants that Contractor is authorized to work in the United States to service this Contract.
- 7. Rights in the Work Product. DePaul shall own all right, title and interest in and to any Work Product produced by Contractor under this Contract, and Contractor agrees that such Work Product shall be deemed a work made for hire. "Work Product" means all deliverables, including all creative writings, data, documentation, software, reports, recordings, pictorial reproductions, drawings, film, video recordings, information, produced or created by Contractor in the rendition of Services under this Contract.
- 8. <u>Tax Documentation.</u> Contractor agrees to provide DePaul with documentation, including but not limited to DePaul's Vendor Information Form and Internal Revenue Service Forms W-9 and W-8, necessary to fulfill its reporting and withholding obligations.
- 9. Compliance with Policies, Procedures and Laws. The parties agree to comply with DePaul policies and procedures and all applicable federal and state laws related to the protection and privacy of student records, medical records, mental health records, and financial records, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA); Illinois Mental Health and Developmental Disabilities Confidentiality Act; Illinois Mental Health and Developmental Disabilities Code; and the Gramm-Leach-Bliley Act. Contractor agrees to comply with all applicable state and federal laws and regulations governing employment authorization and screening, including but not limited to completing and maintaining Employment Eligibility Verification Form I-9 for all of Contractor's employees who will provide the Services. Contractor represents and warrants that it does not knowingly employ any workers who are not authorized to work in the United States.
- 10. <u>Assignment.</u> Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Contract without the written consent of the other party.
- 11. <u>Termination.</u> DePaul may terminate this Contract for convenience by giving Contractor fifteen (15) days' written notice of termination. If either party breaches a material obligation under this Contract, and such breach is not cured within fifteen (15) days after such party's receipt of written notice of the breach, the party not in default may immediately terminate the Contract. DePaul may terminate this Contract immediately if Contractor employs workers who are not authorized to work in the United States.

- 12. **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.
- 13. **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid (in whole or in part), the validity of the remaining Contract provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not have the particular provision held to be illegal or invalid.
- 14. **Notice.** Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To DePaul:

To Contractor:

DePaul University DEPARTMENT ADDRESS Chicago, Illinois ZIP CONTRACTOR'S ADDRESS

With copy to:

DePaul University
Office of the General Counsel
1 East Jackson Boulevard
Chicago, Illinois 60604
Attn: VP and General Counsel

- 15. **Bankruptcy.** In the event of the bankruptcy or insolvency of either party or if either party shall make any assignment for the benefit of creditors, take advantage of any act or law for relief of its debtors, has a receiver, custodian or trustee appointed for all or a material portion of its assets and/or has its stock de-listed from the securities exchange on which it is currently listed, the other party to this Contract shall have the right to terminate this Contract without further obligation or liability on its part. Should DePaul terminate the Contract in accordance with this section, all amounts paid to Contractor by DePaul for services which have not yet been rendered will immediately become due and payable to DePaul, or if some or all of such amounts are not available for immediate repayment, such amounts will be deemed to be amounts owed to DePaul by Contractor and DePaul shall be identified as a creditor of the Contractor in such amounts.
- 16. <u>Legal Authority</u>. The Contractor represents and warrants that it has the legal authority to enter into this Contract and that is has taken all actions required by its procedures, bylaws, and/or applicable law to exercise authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person executing this Contract on behalf of the Contractor warrants that he or she has full authorization to execute this Contract.
- 17. <u>Indemnification.</u> Contractor shall, at all times after the date of this Contract, indemnify, defend, and hold harmless DePaul, its affiliates, trustees, directors, officers, faculty, employees, and agents, past or present, against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees (including but not limited to reasonable attorneys' fees) arising out of or relating to any actual or alleged (i) misrepresentation, breach of warranty, breach of promise, or breach of covenant by Contractor of any representation, warranty, promise, or covenant in this Contract; or (ii)

personal injury or property damage caused, in whole or in part, by the acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors arising out of or related to Contractor's performance of its obligations in this Contract. Contractor shall not compromise or settle any claim covered by this indemnification provision without DePaul's consent.

- 18. **Governing Law.** This Contract is governed by and shall be construed in accordance with the laws of the State of Illinois. Both parties agree that any state or federal court within Cook County, Illinois shall have exclusive jurisdiction over any action or proceeding relating to or arising under this Contract.
- 19. **Modification; Final Contract.** No revision or modification hereof shall be effective unless it is in writing and signed by both parties. This Contract as well as the attached Exhibits constitute the entire and complete agreement between DePaul and the Contractor with respect to the subject engagement and supersede all other oral and written representation, understanding or agreements relating to the subject engagement.
- 20. <u>Form of Signature.</u> This Agreement may be executed by the parties manually or by facsimile/PDF and in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any copy of this Agreement bearing a signature of a party to this Agreement and sent by facsimile/PDF to any other party or parties shall be deemed a manually executed original of this Agreement and is sufficient to bind such signing party.

* REST OF THIS PAGE INTENTIONALLY LEFT BLANK *

AGREED TO AND ACCEPTED:

FOR CONTRACTOR FOR DEPAUL UNIVERSITY Signature Signature Print or type name Print or type name Title Title Date Date Main Address: Address: DePaul University 1 East Jackson Boulevard Chicago, Illinois 60604 Attention: with a copy to: Remit to Address: Same as MAIN ADDRESS DePaul University 1 East Jackson Boulevard Chicago, Illinois 60685 Attention: General Counsel Phone number (___)__ Fax number Email EIN or SSN

TAX INFORMAT Purposes.	TON. Contractor	☐ is or ☐ is not a United S	tates Citizen	or Resident Alien for Tax
		or Resident Alien for Tax Pu lete Certification 1 (below).		
	ck appropriate statu	ıs:		
	Individual / S	Sole proprietor (SSN or EIN)		C Corporation (EIN)
	S Corporation	n (EIN)		Partnership (EIN)
	Trust / estate	(EIN)		Exempt Payee (EIN)
	Other			
		ility Company (LLC) (EIN) S = S corporation, P = partner	_	
CERTIFICATION both.	N: Contractor <u>mu</u>	ast complete either Certifica	tion 1 or Ce	ertification 2, but not
CERTIFICATION Resident Alien for	-	ted by Contractor if Contract	or is a <u>Unite</u>	<u>ed States Citizen</u> or
number (or 2. I am not sul have not be withholdin that I am n 3. I am a U.S.	r I waiting for a nurbject to backup with een notified by the I g as a result of a fait to longer subject to citizen or other U.S		empt from ba) that I am si ividends, or (ackup withholding, or (b) I ubject to backup (c) the IRS has notified me
		if you have been notified by to to report all interest and divid		
The IRS does not re required to avoid ba		to any provisions of this document	nent other th	nan the certifications
Signature: Date:				
В	y:			
Purposes:		Contractor is a <u>Non-U.S. Cit</u>	zen and <u>Nor</u>	n-Resident Alien for Tax
	Inited States citizen	: n, a resident alien or other Uni DePaul's International Inforn		
Signature	: :		Date:	
Ву:				

CONTRACTOR DETERMINATION CHECKLIST

Questions to be a	nswered by all contractors:		
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you accept credit card payments?		
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Are you a current DePaul University employee?		
$\square Y \square N$	Have you previously been a DePaul Employee? If Yes , provide dates/ / //		
$\square Y \square N$	Are you aware of a Conflict of Interest, including, but not limited to relatives employed by DePaul? If Yes , provide detail and/or attach the name, department and relationship for employed relatives.		
\square Y \square N	Has or is your business involved in Federal debarment proceedings. If Yes , please attach a letter of explanation.		
\square Y \square N	Are the owners of this business enterprise U.S. Citizens? If No , contact DePaul's Procurement or Accounts Payable to request additional Non-U.S. entity tax forms.		
Questions to be a	inswered only by contractors providing service	es to Del	Paul:
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you engage in entrepreneurial activities in your own established business at risk for loss?		
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you provide your own stationery, telephone, business forms, equipment and tools?		
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you determine the means or methods used i	n achievi	ing desired results?
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you arrange and pay for your own profession	nal deve	lopment?
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you establish your own priorities on time, effort and hours of work?		
\square Y \square N Do you have your own insurance for work-related injuries?			
MINORITY BUSINE	SS INDICATOR (OPTIONAL)		
☐ Asian o	or Pacific Islander		Hispanic
☐ Wome	n-Owned Business		Black
☐ Native	American or Alaskan Native		Disabled
Other	7		

EXHIBIT A

Vendor Proposal and Payment Schedule

SERVICES

(Exhibit A to Contract for Professional Services)

Contractor agrees to provide DePaul with the following Services:

1.	Description of services to be performed by Contractor:	
2.	Location where services will be performed:	
3.	Items, if any, to be delivered by Contractor:	
4.	Items, if any, to be furnished by DePaul:	
5.	Contractor shall begin performing the Contract on .	and finish performing the contract on
6.	Other:	

PAYMENT SCHEDULE (Exhibit B to Contract for Professional Services)

DePaul agrees to pay Contractor as follows:



PERFORMANCE AGREEMENT

, 20

by and between

, otherwise known

This Agreement is made and entered into this _____ day of

DePaul University, an Illinois not-for-profit corporation ("DePaul") and

as "	" (collectively the "Talent").
1.	<u>Services to be Provided by Talent.</u> Talent shall provide the following services (the "Performance"): performances as part of the .
2.	<u>Venue.</u> The Performance shall take place at the following location (the "Venue"): located at in Chicago, Illinois.
3.	<u>Date and Time.</u> The Performance shall begin at and shall continue until on , 20
4.	Services to be provided by DePaul University. DePaul University shall provide the following services including the following equipment/technical needs: LIST SERVICES HERE
5.	<u>Fee.</u> DePaul University shall compensate Talent an aggregate total of (\$) payable within 30 days after the Performance is completed in the form of a DePaul University check which shall be payable to .

- 6. <u>Contract Rider.</u> The Contract Rider is attached hereto and is hereby incorporated into, and made a part of, this Agreement. If there is any conflict between the provisions of the Contract Rider or any other portion of this Agreement, the provisions of the Contract Rider shall control. This Agreement shall not be of any force or effect unless the Contract Rider is attached.
- 7. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties to this agreement agree to use the state of Illinois for jurisdiction and Cook County, Illinois for venue for any disputes between the parties.

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No student or student organization can bind itself or DePaul University to a contract. Any contract with DePaul University or any of its student organizations, including this Agreement, MUST BE SIGNED BY AN OFFICIAL REPRESENTATIVE OF DEPAUL UNIVERSITY or it will be ineffective and not binding upon DePaul University or its students or student organizations. This Agreement shall not be of any force or effect unless the Contract Rider is attached at the time of execution.

(Copy and attach additional signature pages if more than one person is signing on behalf of Talent.)

AGREED TO AND ACCEPTED:

* REST OF THIS PAGE INTENTIONALLY LEFT BLANK *

AGREED TO AND ACCEPTED:

FOR TALENT

FOR DEPAUL UNIVERSITY

Signature	Signature
Print or type name	Print or type name
Title	Title
Date	Date
Main Address:	Address:
	DePaul University 1 East Jackson Boulevard Chicago, Illinois 60604 Attention:
Remit to Address: Same as MAIN ADDRESS	with a copy to:
	DePaul University 1 East Jackson Boulevard Chicago, Illinois 60685 Attention: General Counsel
() Phone number	
()Fax number	
Email	
EIN or SSN	

TAX INFORMATION . Talent \square is <u>or</u> \square is not a United States Citizen or Resident Alien for Tax Purposes.				
immediately below AN	S. Citizen or Resident Alien for Tax Purposes, particle of the Note of the Not			
	Individual / Sole proprietor (SSN or EIN)		C Corporation (EIN)	
	S Corporation (EIN)		Partnership (EIN)	
	Trust / estate (EIN)		Exempt Payee (EIN)	
	Other			
	Limited Liability Company (LLC) (EIN) Enterorporation, S = S corporation, P = partnership			
	Talent must complete either Certification 1 or To be completed by Talent if Talent is a Unite			
for Tax Purposes: Under penalty of perjud			<u> </u>	
 The number shown on this Agreement is my correct social security number/taxpayer identification number (or I waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person 				
Note: you must cross out item 2, above, if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return.				
The IRS does not requirequired to avoid backt	re your consent to any provisions of this documen up withholding.	t other th	nan the certifications	
Signature:		Date:		
Ву:				
CERTIFICATION 2 - Purposes:	- Start here if Talent is a <u>Non-U.S. Citizen</u> and	<u>Non-Re</u>	sident Alien for Tax	
	ry, I certify that: ted States citizen, a resident alien or other United lete and submit DePaul's International Informatio			
Signature:		Date:		
Ву:				

TALENT DETERMINATION CHECKLIST

Questions to be answered by all talent: $\square Y \square N$ Do you accept credit card payments? $\square Y \square N$ Are you a current DePaul University employee? $\square Y \square N$ Have you previously been a DePaul Employee? If **Yes**, provide dates. ___/ ___ / ____ - ___/ ____/ ____ Are you aware of a Conflict of Interest, including, but not limited to relatives $\square Y \square N$ employed by DePaul? If **Yes**, provide detail and/or attach the name, department and relationship for employed relatives. $\square Y \square N$ Has or is your business involved in Federal debarment proceedings. If Yes, please attach a letter of explanation. $\square Y \square N$ Are the owners of this business enterprise U.S. Citizens? If No, contact DePaul's Procurement or Accounts Payable to request additional Non-U.S. entity tax Questions to be answered only by talent providing services to DePaul: Do you engage in entrepreneurial activities in your own established business at $\square Y \square N$ risk for loss? $\square Y \square N$ Do you provide your own stationery, telephone, business forms, equipment and tools? Do you determine the means or methods used in achieving desired results? $\square Y \square N$ Do you arrange and pay for your own professional development? $\square Y \square N$ $\square Y \square N$ Do you establish your own priorities on time, effort and hours of work? $\square Y \square N$ Do you have your own insurance for work-related injuries? MINORITY BUSINESS INDICATOR (OPTIONAL) Asian or Pacific Islander Hispanic Women-Owned Business Black Native American or Alaskan Native Disabled Other

Contract Rider

- Representations and Warranties. Talent represents and warrants that in performing its obligations under this Talent Entertainment Agreement and Contract Rider it is not and will not be infringing upon any property right, patent right, or copyright right and that it is the copyright owner or has obtained the appropriate licenses for all of the intellectual property provided by Talent including, but not limited to, the copyright works that will be performed and that Talent has full power and authority to enter into this Agreement. If Talent is made up of more than one individual, then the individual signing this Agreement additionally represents that he or she has full power and authority to bind Talent and all other individuals who constitute Talent.
- 2) <u>DePaul University Mission</u>: Talent represents and warrants that the content of any performance under this Talent Entertainment Agreement and Contract Rider will be consistent with DePaul University's Mission. DePaul reserves the right to cancel any performance inconsistent with DePaul's mission without liability to DePaul.
- 3) <u>Cancellation</u>: If an Act of God, nature, war, riots, epidemic or act of public authority renders the performance contemplated by the Talent Entertainment Agreement and this Contract Rider impossible, the parties shall not be liable to one another for damages they sustain.
- 4) <u>Independent Contractor</u>. It is understood that Talent is an independent contractor hired for services herein described, and is not an agent or employee of DePaul University.
- 5) <u>Appropriate Insurance</u>: Talent represents and warrants that it has in place and will maintain throughout the contract term insurance in an amount to cover Talent and its employees, agents and servants and representatives who are performing Talent's obligations under this Contract Rider and Talent Entertainment Agreement.
- 6) <u>Compliance with Laws</u>: Talent agrees to comply with all local ordinances and codes, applicable state and federal statutes and regulations in performing its obligations under the Contract Rider and Talent Entertainment Agreement.
- 7) <u>Failure to Perform</u>. The failure of Talent to materially perform its services as described in the Talent Entertainment Agreement (the "Agreement"), of which this Contract Rider is a part, shall constitute a material breach of the Agreement and DePaul, in addition to any other remedies it may have, will have no obligation to pay the Fee or any other costs and Talent shall promptly refund any monies paid by DePaul University.
- 8) <u>Indemnification</u>. To the fullest extent permitted by law, Talent agrees to defend, indemnify, and hold DePaul University, including its trustees, officers, members, directors, employees, servants and agents, harmless against loss, damages, claims, suits, liabilities, judgments, costs and expenses (without limitation, all reasonable attorneys' fees and expenses) caused by or in connection with (i) the negligence or willful misconduct of Talent or (ii) any breach of warranty or representation contained in this Rider or elsewhere in this Agreement. This provision shall survive the termination of this Agreement.
- 9) <u>Terms and Conditions set forth by Venue</u>. If the Venue is at a location that is not controlled by DePaul University then Talent shall be subject to the terms and conditions set forth in the agreement between the owners or managers of the Venue and DePaul University attached herewith.
- Assignment. Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Agreement without the written consent of the other party. Talent agrees that substitute performers will not replace Talent, or any members of Talent if Talent is a group, unless such substitution is agreed to in writing by DePaul University. If DePaul University does not approve such substitution then the Agreement shall be terminated, DePaul University shall have no further obligation under the Agreement, and Talent shall promptly refund any monies paid by DePaul University.

- 11) <u>No Waiver</u>. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.
- 12) Severability. If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
- 13) <u>No Oral Contracts.</u> Oral contracts cannot be honored by DePaul University. This Agreement supercedes any prior agreement, whether written or oral, and any changes, additions or modifications to this Agreement must be in writing and signed by all parties hereto.
- 14) <u>Governing Law.</u> This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties to this agreement agree to use the state of Illinois for jurisdiction and Cook County, Illinois for venue for any disputes between the parties.
- 15) <u>Conflict of Provisions.</u> If there is any conflict between the provisions of this Contract Rider or any other portion of this Agreement, the provisions of this Contract Rider shall control.
- 16) <u>Arbitration:</u> DePaul University does not agree to binding arbitration of disputes.
- 17) <u>Definitions:</u> Any defined term that is not defined in this Rider shall have the meaning ascribed to it elsewhere in this Agreement.
- 18) Form of Signature. This Agreement may be executed by the parties manually or by facsimile/PDF and in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any copy of this Agreement bearing a signature of a party to this Agreement and sent by facsimile/PDF to any other party or parties shall be deemed a manually executed original of this Agreement and is sufficient to bind such signing party.

No student or student organization can bind itself or DePaul University to a contract. Any contract with DePaul University or any of its student organizations, including this Agreement, MUST BE SIGNED BY AN OFFICIAL REPRESENTATIVE OF DEPAUL UNIVERSITY or else it will be ineffective and not binding upon DePaul University or its students or student organizations.

THE PARTIES HERETO UNDERSTAND THAT THIS RIDER IS A PART OF THE TALENT ENTERTAINMENT AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

DEPAUL LINIVERSITY.

TABENT.	DELAGE CIVILENGITT.		
Signature	Signature		
Print or type name:	Print or type name:		
Title:	Title:		
Date:	Date:		

TAI ENT.

VENDOR AGREEMENT

This Agreement is entered into this day of , 20 ("Effective Date"). The term "Agreement" means this Agreement and any other Exhibits or addenda signed by both parties. This Agreement is made between ("Vendor") and DePaul University, an Illinois not-for-profit corporation ("DePaul").

- 1) <u>Deliverables.</u> Vendor will deliver the Product and/or Services, as further described in Exhibit A (hereinafter the "Product").
- 2) **Services.** Vendor will also provide services as outlined in Exhibit A (if applicable).
- 3) <u>Pricing.</u> DePaul shall pay Vendor for the Product in accordance with the pricing schedule described in Exhibit A. Any change in pricing from the pricing schedule shall be subject to DePaul's prior written approval.
- 4) <u>Payment.</u> DePaul's payment terms are Net 30 from the date the last piece of the Product is received and installed and/or services are rendered. DePaul University is a tax-exempt organization (IL Tax Exemption # E9990-9022-07) and as such is not subject to sales tax on good or services.
- Confidentiality. Vendor recognizes that as a result of this Agreement, it may be provided with confidential information relating to the business policies, student information, procedures and other confidential information of DePaul. Neither Vendor nor its employees or agents will disclose any DePaul confidential or student-related information obtained by Vendor. Vendor agrees at all times to abide by the Family Education Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232 g, and all applicable rules and regulations.
- 6) <u>Legal Authority.</u> Vendor represents and warrants that it has the legal authority to enter into this Contract and that is has taken all actions required by its procedures, bylaws, and/or applicable law to exercise authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Vendor to its terms. The person executing this Contract on behalf of the Vendor warrants that he or she has full authorization to execute this Contract.
- 7) <u>Independent Contractor.</u> The relationship between DePaul and Vendor shall, at all times, remain that of an independent contractor. Vendor agrees to provide DePaul with documentation, including but not limited to DePaul's Vendor Information Form and Internal Revenue Service Forms W-9 and W-8, necessary to fulfill its reporting and withholding obligations.
- Indemnification. To the fullest extent permitted by law, Vendor agrees to defend, indemnify, and hold harmless DePaul, including its trustees, officers, members, directors, employees, servants and agents, against loss, damages, claims, suits, liabilities, judgments, costs and expenses (without limitation, all reasonable attorneys' fees and expenses) that may accrue against DePaul, including its trustees, officers, members, directors, employees, servants and agents, which is proximately caused by the (i) misrepresentation, breach of warranty, breach of promise, or breach of covenant by Vendor of any representation, warranty, promise, or covenant in this Contract; or (ii) personal injury or property damage caused, in whole or in part, by the acts, errors or omissions of Vendor, its employees, agents, representatives or subcontractors arising out of or

related to Vendor's performance of its obligations in this Contract. Vendor shall not compromise or settle any claim covered by this indemnification provision without DePaul's consent. This provision shall survive the termination of this Agreement. Notwithstanding any language to the contrary in any other document, this indemnity shall not be limited to the purchase price paid for the products and/or services hereunder.

9) <u>Notice.</u> Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To DePaul:

To Vendor:

VENDOR'S ADDRESS

DePaul University 1 E. Jackson Blvd. Chicago, Illinois 60604 Attn:

Facsimile:

With copy to:

DePaul University Office of the General Counsel 1 East Jackson Boulevard Chicago, Illinois 60604

Attn: Jose Padilla, Vice President and

General Counsel

Facsimile: (312) 362-5664

- 10) <u>Assignment</u>. Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Agreement without the written consent of the other party.
- Bankruptcy. In the event of the bankruptcy or insolvency of either party or if either party shall make any assignment for the benefit of creditors, take advantage of any act or law for relief of its debtors, has a receiver, custodian or trustee appointed for all or a material portion of its assets and/or has its stock de-listed from the securities exchange on which it is currently listed, the other party to this Contract shall have the right to terminate this Contract without further obligation or liability on its part. Should DePaul terminate the Contract in accordance with this section, all amounts paid to Vendor by DePaul for services which have not yet been rendered will immediately become due and payable to DePaul, or if some or all of such amounts are not available for immediate repayment, such amounts will be deemed to be amounts owed to DePaul by Vendor and DePaul shall be identified as a creditor of the Vendor in such amounts.
- 12) <u>No Waiver</u>. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.
- 13) <u>Severability.</u> If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express

intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

- Governing Law. This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties agree to use the courts of the State of Illinois for jurisdiction and Cook County, Illinois for venue to resolve any disputes between the parties arising out of this Agreement.
- Conflict of Provisions. If there is any conflict between the provisions of this Agreement and any other agreement the provisions of this Agreement shall control. If there is any conflict between the numbered paragraphs of this Agreement and Exhibit A attached to the Agreement, the numbered paragraphs of this Agreement will control.
- Modifications and Final Agreement. No revision or modification hereof shall be effective unless it is in writing and signed by both parties. This Contract as well as the attached Exhibits constitute the entire and complete agreement between DePaul and Vendor with respect to the subject engagement and supersede all other oral and written representation, understanding or agreements relating to the subject engagement.
- 17) Form of Signature. This Agreement may be executed by the parties manually or by facsimile/PDF and in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any copy of this Agreement bearing a signature of a party to this Agreement and sent by facsimile/PDF to any other party or parties shall be deemed a manually executed original of this Agreement and is sufficient to bind such signing party.

* REST OF THIS PAGE INTENTIONALLY LEFT BLANK *

AGREED TO AND ACCEPTED:

FOR VENDOR	FOR DEPAUL UNIVERSITY
Signature	Signature
Print or type name	Print or type name
Title	Title
Date	Date
Main Address:	Address:
	DePaul University 1 East Jackson Boulevard Chicago, Illinois 60604 Attention:
Remit to Address: Same as MAIN ADDRESS	with a copy to:
	DePaul University 1 East Jackson Boulevard Chicago, Illinois 60685 Attention: General Counsel
() Phone number	
Fax number	
Email	
FIN or SSN	

TAX INFORMATIO Purposes.	DN . Vendor □ is <u>or</u> □ is not a United States Cit	izen or	Resident Alien for Tax
· —	I.S. Citizen or Resident Alien for Tax Purposes, plow AND complete Certification 1 (below). If <u>No</u>		
` '	appropriate status:		
	Individual / Sole proprietor (SSN or EIN)		C Corporation (EIN)
	S Corporation (EIN)		Partnership (EIN)
	Trust / estate (EIN)		Exempt Payee (EIN)
	Other		\vee
	Limited Liability Company (LLC) (EIN) Enter corporation, $S = S$ corporation, $P = P$		
	Vendor <u>must</u> complete either Certification 1 or - <i>To be completed by Vendor if Vendor is a <u>Unit</u>es</i> :		
 Under penalty of perjury, I certify that: The number shown on this Agreement is my correct social security number/taxpayer identification number (or I waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person Note: you must cross out item 2, above, if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. The IRS does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding. Signature: Date: 			
CERTIFICATION 2 – Start here if Vendor is a <u>Non-U.S. Citizen</u> and <u>Non-Resident Alien</u> for Tax Purposes:			
	ry, I certify that: ted States citizen, a resident alien or other United S dete and submit DePaul's International Information	_	
Signature:		Date:	
Ву:			

VENDOR DETERMINATION CHECKLIST

Questions to be answered by all vendors:			
$\square Y \square N$	Do you accept credit card payments?		
$\square Y \square N$	Are you a current DePaul University employee?		
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Have you previously been a DePaul Employee? If Yes , provide dates/ / //		
\square Y \square N	Are you aware of a Conflict of Interest, including, but not limited to relatives employed by DePaul? If Yes , provide detail and/or attach the name, department and relationship for employed relatives.		
\square Y \square N	Has or is your business involved in Federal debarment proceedings. If Yes , please attach a letter of explanation.		
\square Y \square N	Are the owners of this business enterprise U.S. Citizens? If No , contact DePaul's Procurement or Accounts Payable to request additional Non-U.S. entity tax forms.		
Questions to be an	nswered only by vendors providing services to	DePaul	:
\square Y \square N	Do you engage in entrepreneurial activities in your own established business at risk for loss?		
\square Y \square N	Do you provide your own stationery, telephone, business forms, equipment and tools?		
$\square Y \square N$	Do you determine the means or methods used in achieving desired results?		
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you arrange and pay for your own professional development?		
$\square Y \square N$	Do you establish your own priorities on time, ef	fort and	hours of work?
\square Y \square N	Do you have your own insurance for work-related	ed injurio	es?
MINORITY BUSINES	SS INDICATOR (OPTIONAL)		
☐ Asian o	or Pacific Islander		Hispanic
□ Womer	n-Owned Business		Black
☐ Native	American or Alaskan Native		Disabled
Other_			

EXHIBIT A

Vendor Proposal and Payment Schedule



CONTRACT FOR EVENT VENUE AND CATERING

THIS CONTRACT FOR EVENT VENUE AND CATERING ("Contract"), is made by and between ("Contractor") and DePaul University, an Illinois not-for-profit corporation ("DePaul").

- 1. **Venue.** Contractor agrees to provide DePaul with use of the VENUE/FACILITY NAME ("Venue") at the date and time described in Exhibit A to this Contract.
- 2. Services. Contractor agrees to provide DePaul with the services detailed in Exhibit A to this Contract ("Services"), including catering services, for the University event specified therein ("Event").
- 3. **Payment.** In consideration for the Venue and Services to be provided, DePaul will pay Contractor per the Payment Schedule in Exhibit A. Any price increases or material substitution of goods, services or facilities shall be subject to prior written DePaul approval. DePaul University is a taxexempt organization (IL Tax Exemption # E9990-9022-07) and as such is not subject to sales tax on goods or services.
- 4. Standard of Performance. Contractor represents and warrants that it has complied with and at the time of the Event will be in compliance with all laws and regulations applicable to the operation of its business. Contractor will be responsible for obtaining all permits, licenses, and certificates required by law in connection with the provision and operation of the Venue and the performance of services under this Contract. Contractor agrees to be responsible for all preparation, delivery, setup, serving, clean up and removal of food at the Event. Contractor shall also be responsible for the quality, cleanliness and purity of the food it provides and serves and shall only employ competent and properly trained personnel to prepare, deliver and serve such food.
- 5. Alcoholic Beverages. Contractor assumes sole and complete responsibility for the lawful service of alcoholic beverages in connection with the Event.
- 6. **Insurance.** Contractor shall maintain during the term of this Contract insurance policies described in this paragraph, issued by insurance companies licensed to do business in the state where the Event is being held and with a minimum A.M. Best rating of A-VII. Before Contractor begins the Services, Contractor shall mail or fax certificates of insurance showing compliance with these insurance requirements to DePaul at the following address/fax number:

DePaul University Office of Risk Management 55 E. Jackson Blvd., 19th Floor Chicago, IL 60604 Fax: (312) 362-6023 / Tel: (312) 362-8848

The following policies are required:

- Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury and contractual liability.
- **Professional Liability** insurance covering acts, errors, mistakes or omissions arising out of or related to the Services, including Dram Shop or similar liability for conduct related to the provision and service of alcohol, with a limit of not less than \$1,000,000 per claim.

- **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
- Worker's Compensation insurance with limits as required by federal and state law, and Employer's Liability Insurance of not less than \$100,000 per accident for injury, and \$100,000 per employee for disease with a \$500,000 disease policy limit.

All such insurance policies, except Workers' Compensation, shall name DePaul, its affiliates, trustees, directors, officers, faculty, employees, and agents as additional insureds. Insurance policies issued on a "claims made" basis shall extend for two years past completion of the Services. Contractor's insurance must be primary with respect to any insurance or self-insurance maintained by DePaul. Contractor and its insurers waive all rights of subrogation against DePaul, its affiliates, trustees, directors, officers, faculty, employees, and agents.

- 7. <u>Independent Contractor.</u> The relationship between DePaul and Contractor shall, at all times, be that of an independent contractor. Contractor agrees to provide DePaul with documentation, including but not limited to DePaul's Vendor Information Form and Internal Revenue Service Forms W-9 and W-8, necessary to fulfill its reporting and withholding obligations.
- 8. <u>Legal Authority.</u> The Contractor represents and warrants that it has the legal authority to enter into this Contract and that is has taken all actions required by its procedures, bylaws, and/or applicable law to exercise authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Contractor to its terms. The person executing this Contract on behalf of the Contractor warrants that he or she has full authorization to execute this Contract.
- 9. <u>Assignment.</u> Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Contract without the written consent of the other party.
- 10. **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.
- 11. **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid (in whole or in part), the validity of the remaining Contract provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not have the particular provision held to be illegal or invalid.
- 12. <u>Indemnification.</u> Contractor shall, at all times after the date of this Contract, indemnify, defend, and hold harmless DePaul, its affiliates, trustees, directors, officers, faculty, employees, and agents, past or present, against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees (including but not limited to reasonable attorneys' fees) arising out of or relating to any actual or alleged (i) misrepresentation, breach of warranty, breach of promise, or breach of covenant by Contractor of any representation, warranty, promise, or covenant in this Contract; or (ii) personal injury or property damage caused, in whole or in part, by the acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors arising out of or related to Contractor's performance of its obligations in this Contract. Contractor shall not compromise or settle any claim covered by this indemnification provision without DePaul's consent.
- 13. <u>Notice.</u> Except as provided elsewhere in this Agreement, each party giving or making any notice, request, demand or other official communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery: (i) personal delivery, (ii)

Registered or Certified Mail (with return receipt requested and postage prepaid), (iii) nationally recognized overnight courier (with all fees prepaid), or (iv) facsimile. A party giving a Notice shall send it to the other party at the following address(es) or number(s) for a facsimile:

To DePaul: With a copy to:
DePaul University DePaul University

OFFICE/DEPARTMENT Office of the General Counsel

ADDRESS 1 E. Jackson Blvd. Chicago, IL ZIP CODE Chicago, IL 60604

Attn: CONTACT Attn: Jose Padilla, Vice President and

Facsimile: FAX NO. General Counsel

Facsimile: (312) 362-5664

To Contractor: [With a copy to:]

CONTRACTOR'S ADDRESS

- 14. **Governing Law.** This Contract is governed by and shall be construed in accordance with the laws of the State of Illinois. Both parties agree that any state or federal court within Cook County, Illinois shall have exclusive jurisdiction over any action or proceeding relating to or arising under this Contract.
- 15. **Bankruptcy.** In the event of the bankruptcy or insolvency of either party or if either party shall make any assignment for the benefit of creditors, take advantage of any act or law for relief of its debtors, has a receiver, custodian or trustee appointed for all or a material portion of its assets and/or has its stock de-listed from the securities exchange on which it is currently listed, the other party to this Contract shall have the right to terminate this Contract without further obligation or liability on its part. Should DePaul terminate the Contract in accordance with this section, all amounts paid to Contractor by DePaul for services which have not yet been rendered will immediately become due and payable to DePaul, or if some or all of such amounts are not available for immediate repayment, such amounts will be deemed to be amounts owed to DePaul by Contractor and DePaul shall be identified as a creditor of the Contractor in such amounts.
- 16. <u>Conflict of Provisions.</u> If there is any conflict between the terms in the numbered paragraphs of this Contract and the terms in the attached Exhibit A, the terms appearing in the numbered paragraphs of this Contract shall control.
- 17. <u>Modifications and Final Agreement.</u> No revision or modification hereof shall be effective unless it is in writing and signed by both parties. This Agreement constitutes the final agreement between the parties and is the complete and final expression of the parties' intent on the matters in this Agreement.
- 18. **Form of Signature.** This Agreement may be executed by the parties manually or by facsimile/PDF and in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any copy of this Agreement bearing a signature of a party to this Agreement and sent by facsimile/PDF to any other party or parties shall be deemed a manually executed original of this Agreement and is sufficient to bind such signing party.

AGREED TO AND ACCEPTED:

FOR CONTRACTOR

FOR DEPAUL UNIVERSITY

Signature	Signature
Print or type name	Print or type name
Title	Title
Date	Date
Main Address:	Address:
	DePaul University
	1 East Jackson Boulevard
	Chicago, Illinois 60604
	Attention:
Remit to Address: Same as MAIN ADDR	with a copy to:
	DePaul University
	1 East Jackson Boulevard
	Chicago, Illinois 60685
	Attention: General Counsel
Phone number	
Fax number	
Email	
EIN or SSN	

TAX INFORMATIO Purposes.	N . Contractor \square is \underline{or} \square is not a	United States Citiz	en or Resident Alien for Tax
	a U.S. Citizen or Resident Alien fo ow AND complete Certification 1		
, ,	ppropriate status:		
	Individual / Sole proprietor (SSN	or EIN)	C Corporation (EIN)
	S Corporation (EIN)		Partnership (EIN)
	Trust / estate (EIN)		Exempt Payee (EIN)
	Other		
	Limited Liability Company (LLC corporation, S = S corporation, P		
CERTIFICATION: 0 both.	Contractor <u>must</u> complete either	Certification 1 or	Certification 2, but not
CERTIFICATION 1 - Resident Alien for Tax	To be completed by Contractor if Purposes:	Contractor is a <u>Un</u>	<u>vited States Citizen</u> or
 Under penalty of perjury, I certify that: The number shown on this Agreement is my correct social security number/taxpayer identification number (or I waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person Note: you must cross out item 2, above, if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. 			
The IRS does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.			
Signature:		Date	:
Ву:			
CERTIFICATION 2 - Purposes:	- Start here if Contractor is a <u>Non</u>	- <u>U.S. Citizen</u> and <u>N</u>	Non-Resident Alien for Tax
	ry, I certify that: ed States citizen, a resident alien or ete and submit DePaul's Internation		
Signature:		Date	;
By:			

CONTRACTOR DETERMINATION CHECKLIST

Questions to be an	nswered by all contractors:		
$\square Y \square N$	Do you accept credit card payments?		
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Are you a current DePaul University employee?		
$\square Y \square N$	Have you previously been a DePaul Employee? If Yes , provide dates / / / /		
\square Y \square N	Are you aware of a Conflict of Interest, including, but not limited to relatives employed by DePaul? If Yes , provide detail and/or attach the name, department and relationship for employed relatives.		
\square Y \square N	Has or is your business involved in Federal debarment proceedings. If Yes , please attach a letter of explanation.		
$\square \ \mathbf{Y} \square \mathbf{N}$	Are the owners of this business enterprise U.S. Citizens? If No , contact DePaul's Procurement or Accounts Payable to request additional Non-U.S. entity tax forms.		
Questions to be an	nswered only by contractors providing services	s to DeP	Paul:
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you engage in entrepreneurial activities in your own established business at risk for loss?		
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you provide your own stationery, telephone, business forms, equipment and tools?		
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you determine the means or methods used in achieving desired results?		
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you arrange and pay for your own professional development?		
$\square \ \mathbf{Y} \ \square \ \mathbf{N}$	Do you establish your own priorities on time, effort and hours of work?		
\Box Y \Box N	Do you have your own insurance for work-related	ed injuri	es?
MINORITY BUSINES	SS INDICATOR (OPTIONAL)		
☐ Asian o	or Pacific Islander		Hispanic
☐ Women	n-Owned Business		Black
□ Native	American or Alaskan Native		Disabled
Other_	,		

EXHIBIT A

Venue and Catering Proposal and Payment Schedule

