

# Professional Services Contract Guide and Checklist

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- 1. Is it appropriate to use a professional services contract?**
  - a. Where will the contractor perform the services? If the contractor is to perform the contract on the campus using University equipment, supplies, etc., it is likely that the use of the Professional Services Contract is inappropriate.
  - b. Do University employees perform the same services? If so, it is likely that the use of the Professional Services Contract is inappropriate.
  - c. Will the contractor work under the supervisory control of a University employee? If so, the use of the Professional Services Contract is inappropriate.
- 2. Have the appropriate approvals been obtained and are they reflected on the contract?**
- 3. Has a copy of the General Terms and Conditions been furnished to the contractor, and, if so, has this fact been reflected on the contract?**
- 4. Is the description of the contractor accurate and complete?**
  - a. Is the contractor an individual, corporation, a partnership?
  - b. If an individual, enter first name, middle initial, and last name. Include the street address if room permits.
  - c. If a corporation or partnership, enter the exact name. Include the street address if room permits.
  - d. Be sure that the description of the contractor and the signature block for the contractor are consistent.
- 5. Scope of Work**
  - a. If there is insufficient room to enter a full explanation of what is required, reference an attachment which is prepared in a separate sheet of paper. Example: “See Attachment A, Scope of Work, which is hereby incorporated and made a part of this Contract.” The separate piece of paper would have a heading “Attachment

A, Scope of Work.”

- b. If a written report is required, specify that it must be in writing and set out to whom and by when it is to be delivered.
- c. If a speech on a specific subject with a certain duration is required, specify the subject of the speech and the duration.
- d. Provide sufficient detail to permit a stranger to read the scope of work and know what you want the contractor to do.

**6. Compensation**

- a. Has the account number from which payments are to be made been entered?
- b. Use not to exceed limits where appropriate.
- c. Specify the origin of round-trip airline tickets or use a not to exceed limit.
- d. Unless specified otherwise, payment is to be made within 30 days of completion of the contract.

**7. Term**

- a. Specify day, month, and year for both beginning and ending dates.
- b. If the term crosses fiscal years, a “funding out clause” will be required.

**8. General Provisions**

- a. A copy of these provisions will be given to the contractor.
- b. These provisions can be amended through an addendum if necessary.

**9. Additional Provisions**

- a. It is good form to enter “None” in this space if there are no additional provisions.
- b. If the term of the contract crosses fiscal years, type in the following “funding out clause” in this space:

**Failure of Appropriations.** The University believes that funds can be obtained

sufficient to pay all monies due during the Contract Term and hereby covenants that it will use its best efforts to pay such monies. It is the University's intent to pay monies due for the full Contract Term if funds are legally available therefor. If no funds or insufficient funds are appropriated and budgeted in any fiscal period for monies due under this Contract, then the University will immediately notify the Contractor of Contractor's assigns of such occurrence and this Contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the University of any kind whatsoever, except as to the proportions of monies herein agreed upon for which funds shall have been appropriated and budgeted.

**10. Signature Block**

- a. It is the policy of the University to have the contractor sign the contract first.
- b. Be sure that the contractor's social security number (individual contractor) or tax number (corporate contractor) is entered.
- c. If the contract is with a corporation, the office held by the party signing the contract must be entered.