

AGREEMENT FOR PROFESSIONAL SERVICES
(Two-Party agreement where Western is the Contractor)

THIS AGREEMENT, by and between _____
(name, address, phone number, and contact person of funding entity) and the Board of Trustees of Western Illinois University, hereinafter referred to as "the Contractor," witnesseth:

In consideration of the promises hereinafter set forth, the _____
(name of funding entity) and the Contractor hereby agree as follows:

A. SERVICES: (PROJECT NAME, services to be performed, where, and for whom)

The Project Director at Western Illinois University is _____

(name, department, address, and phone number of WIU proj. dir.).

_____ (Name of project director) is the prime contact for all program-related questions. Administrative questions should be directed to Courtney Blankenship, Office of Sponsored Projects, Western Illinois University, One University Circle, Macomb, IL 61455 (309/298-1191).

B. TERM: (insert dates)

The services will be performed from _____, 20____, through _____, 20____.

C. PAYMENT:

The (name of funding entity) agrees to pay the Contractor, whose Federal Employer Identification Number is 37-0910458, for services performed as follows:

(insert here one or more of the following)

\$_____ will be paid to the Contractor on _____ (insert date) for all services required to be performed in accordance with Section A above.

(or)

At the rate of \$_____ per _____ (hour, day, month, etc.)

(or)

Payment shall be made in _____ (monthly, weekly, etc.) installments for services theretofore performed and accepted by the _____ (name of funding entity) as described in the Contractor's itemized invoice(s), completed in accordance with applicable laws and regulations.
(or)

Payment shall be made upon performance and final acceptance by the _____ (name of funding agency) of all of the services specified in Section A above as described in the Contractor's itemized invoice completed in accordance with applicable laws and regulations.

The maximum amount payable under this agreement is \$_____.

All checks shall reference the project account by name and should be sent to:

Ms. Pamela Powell or Lynn Bryant
Grants and Contracts Accounting
Western Illinois University
One University Circle
Macomb, IL 61455
(309) 298-1811

D. GOVERNING LAW:

This agreement shall be governed in all respects by the laws of the State of Illinois.

E. AMENDMENTS:

This agreement may be amended upon advance written notification and approval by both parties.

F. TERMINATION:

Either party may terminate this agreement upon thirty days prior written notice to the other party, given at any time. In addition, if either party breaches a material provision hereof ("Cause"), the non-breaching party shall give notice in writing to the breaching party. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, the party giving notice shall have the right to terminate the agreement upon expiration of such remedy period. In the case of failure to make payment when due, payment due the Contractor (Western Illinois University) then will be based upon work performed up to the termination date. The rights of termination referred to in the agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

(Name of Funding Entity): _____

BY: _____

TITLE: _____

DATE: _____

THE BOARD OF TRUSTEES OF WESTERN ILLINOIS UNIVERSITY

BY:

Linda Hillyer

Assistant to the Vice President for Administrative Services

DATE: _____