

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") is made and entered into as of the effective date set forth in Exhibit A attached to this Agreement (the "Effective Date") by and between Loyola University of Chicago ("Loyola") and the consultant identified in Exhibit A (the "Consultant"). Loyola and Consultant agree as follows, and to the terms and conditions set forth herein:

- Services. Consultant will provide Loyola with the services set forth in Exhibit A. Consultant's services set forth in Exhibit A and Consultant's services described elsewhere in this Agreement are collectively referred to in this Agreement and as the "Services". Consultant will furnish all work product of the Services.
- Charges and Payments. Loyola will pay Consultant for properly performed Services in accordance with the charges set forth in Exhibit A (the "Charges"). Consultant will bear its own expenses, unless otherwise agreed by Loyola in writing. Following performance of the Services, Consultant will submit invoices to Loyola for Charges, and include such itemization, detail and substantiation as Loyola may require. Invoices must be received by Loyola at least 30 days prior to any due date. Consultant will not include Sales and Use Taxes in Charges (consultant to contact Loyola for current exemption number). Payments by Loyola pursuant to this Agreement may be made via check, wire transfer or ACH as determined by Loyola in its sole discretion. For any wire transfer or ACH, upon Loyola's request, Consultant will provide Loyola with complete and accurate wire transfer or ACH instructions. As of the Effective Date, Consultant has provided to Loyola a complete and accurate Internal Revenue Service Form W-9. Consultant's acceptance of payment will release Loyola of Consultant's claims against Loyola and all liability of Loyola to Consultant for every act, error and omission of Loyola and its affiliates and each of their respective employees, officers, trustees or agents relating to or arising out of this Agreement.
- Relationship of the Parties. Consultant is an independent contractor and is fully and solely responsible for (a) the performance and supervision of the Services; (b) its employees, officers, directors, suppliers, agents, subcontractors, affiliates, parents and subsidiaries and any other person or entity for whose acts or omissions Consultant may be

4. Representations and Warranties Consultant represents and warrants to Loyola, and Loyola is relying on these representations and warranties in entering into this Agreement, that: (a) Consultant is authorized to enter into this Agreement; (b) all Consultant Personnel have the training, knowledge, qualifications, capability and experience, and possess any applicable licenses, registrations, permits or other approvals needed to perform the Services and have executed proper assignments to Consultant to effectuate the intent of Section 5.1; (c) Services will be performed in a professional manner, be of good quality, free from defects or faults, accurate and conform to the requirements of the project Agreement, all Applicable Laws and all applicable license agreements; (d) all Services will be performed in a diligent, sound, professional practices and the highest degree of care; (e) Consultant will promptly re-perform, without charge, Services that are not to Loyola's satisfaction; and (f) all obligations owed to Consultant Personnel or other third parties with respect to the Services are or will be fully satisfied by Consultant, so that Loyola will not have any obligations with respect thereto. Notwithstanding anything to the contrary herein, Loyola is not obligated to use the Services of Consultant, makes no promise of any demand therefor, EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, INCLUDING AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO CONSULTANT.

5. Intellectual Property.

5.1. Background and Foreground Rights. All of Consultant's techniques, know-how, methods, inventions, processes, analytical methods, procedures, techniques, and all intellectual property rights related thereto, which are not in the public domain or licensed from any third party, which existed and were owned by Consultant prior to the Effective Date, and which are created by Consultant outside the scope of this Agreement are and will remain the property of Consultant (collectively the "Consultant Materials"). Consultant will not use confidential information of third parties in performing the Services unless Loyola agrees otherwise in writing. For good and valuable consideration the receipt and sufficiency of which are hereby agreed, Consultant agrees to assign and hereby does assign to Loyola and its successors and assigns (collectively, "Assignee") all right, title and interest in and to, and equity, worldwide, in

otherwise used and will not acquire any rights in, the Loyola Marks. Any unauthorized use or modification to the Loyola Marks is expressly prohibited. Nothing in this Agreement will confer upon Consultant any right of ownership in the Loyola Marks, and Consultant agrees to not represent or use the Loyola Marks in a manner that suggests that such rights are conferred. Consultant agrees that it wi



audit discloses misstated or miscalculated charges, Consultant will immediately refund any excess payment it has received and will reimburse reasonable expenses incurred by Loyola in completing the audit. Consultant would not be able to fully compensate Loyola on a monetary basis for damages if Consu

IN WITNESS WHEREOF, the parties hereto have entered this Agreement as of the Effective Date.

Exhibit A

Effective Date: \_\_\_\_\_

Consultant:

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Attn: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deliverables:

(the "Deliverables"). As used in this Agreement, the "Services" includes any Deliverables. The Deliverables will include and will conform to any specifications attached to the Agreement and any other specifications developed by Consultant and Loyola (collectively, the "Specifications").

Additional Attachments:

Information Technology Services Consulting Attachment  
Specifications  
Other (please list): \_\_\_\_\_

Services Location(s):

Location provided by Consultant  
Lake Shore Campus ("LSC"), 1032 W. Sheridan Road, Chicago, Illinois 60626  
Water Tower Campus ("WTC"), 820 N. Michigan Ave., Chicago, Illinois 60611  
Health Sciences Campus ("HSC"), 2160 S. First Ave., Maywood, Illinois 60153  
Other (please specify): \_\_\_\_\_

Time Schedule/Term of Agreement:

Consultant will perform the Services:  
As needed (this means Services to be provided upon request of and as authorized by Loyola)  
Other (please describe): \_\_\_\_\_

Consultant will complete Services by \_\_\_\_\_ (list items such as milestone dates, acceptance testing, deadlines, required completion date, turnaround time, response time, etc.): \_\_\_\_\_

Charges:

Loyola will pay Consultant for the Services as follows (check only those that apply):  
Lump Sum Charges of \$ \_\_\_\_\_  
Charges of \$ \_\_\_\_\_ per \_\_\_\_\_  
Charges of \$ \_\_\_\_\_  
Charges will not exceed \$ \_\_\_\_\_ without Loyola's prior written consent.  
Payment due date(s): \_\_\_\_\_

Loyola's Project Representative:

Name: \_\_\_\_\_ Title & Dept.: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
LSC, 1032 W. Sheridan Road, Chicago, IL 60626 Building: \_\_\_\_\_ Room #: \_\_\_\_\_  
WTC, 820 N. Michigan Ave., Chicago, IL 60611 Building: \_\_\_\_\_ Room #: \_\_\_\_\_  
HSC, 2160 S. First Ave., Maywood, IL 60153 Building: \_\_\_\_\_ Room #: \_\_\_\_\_