



PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

This Agreement is by and between Rosalind Franklin University of Medicine and Science, hereinafter referred to as RFU, and Independent Contractor, hereinafter referred to as IC. Any other applicable terms & conditions at a variance with those below may be attached as an addendum and must be signed by both the IC and the Authorized Officer of the University.

1. The term of this Agreement shall be noted herein.
2. In performing services and accepting payment under this Agreement, IC is deemed an Independent Contractor and shall not act as nor be considered an employee of RFU. There shall be no:
 - a. Withholding of any state or federal taxes or assessment by RFU; however, based on the services provided under this Agreement, an IRS Form 1099 shall be issued in IC's name for total payments made. 1099 form will include out of pocket and travel expenses if IC can not provide original receipts.
 - b. Participation in or contribution to any group insurance plans, retirement plans, or any other benefits which may be available to RFU employees.
 - c. Accumulation of vacation time or sick leave, or compensation for holidays occurring during the term of this agreement.
 - d. Workers' compensation, temporary disability, or unemployment compensation coverage.
3. IC shall observe and abide by all applicable laws and regulations and all policies of RFU concerning workplace conduct. IC certifies that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
4. Except as specifically authorized in writing by RFU, information and other data developed or acquired by or furnished to IC in the performance of this agreement shall be used only in connection with services provided to RFU and shall be the exclusive property of RFU.
5. IC shall notify RFU promptly of any expected delay in performance of services. However, IC shall not be liable for delays in performance beyond its reasonable control.
6. Either RFU or IC may terminate performance under this agreement at any time by notifying the other party in writing at least 10 days in advance of the effective date of the termination specified in such notice.
7. RFU may, at any time and through a written Amendment to this Agreement signed by a duly authorized officer, make changes within the scope of work or period of performance of this Agreement. Changes in the terms of payment shall be negotiated as appropriate. No additional payment for extras shall be made unless performed pursuant to a written Amendment.
8. Payment shall be made within 15 days of the termination date herein stated or as otherwise specified in an addendum to this Agreement.



9. IC agrees to indemnify and hold harmless RFU from any claim, damage, liability, injury, expense or loss arising out of IC's performance under this Agreement which is not directly caused by the gross negligence of RFU, its employees.
10. This agreement constitutes the complete understanding of the parties and supersedes any other agreements and shall be governed by the laws of the State of Illinois. This agreement shall not be assigned by IC.
11. IC has read and agrees to the terms and conditions in this agreement.

Independent Contractor (Print Name)

(Date)

Independent Contractor (Sign)

Authorized Officer RFU (Print Name)

(Date)

Authorized Officer RFU (Sign)