**MASTER PROFESSIONAL SERVICES AGREEMENT**

This Master Professional Services Agreement (this “Master Agreement”) is entered into by and between Vanderbilt University (“Owner”), c/o Department of Facilities, 110 21st Avenue South, Suite 1110, Nashville, Tennessee 37203, and <<INSERT CONSULTANT LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP>> (“Consultant”) as of this <<INSERT DATE>> (the “Effective Date”). Owner and Consultant are referred to herein individually as a “Party”, and collectively as the “Parties”. In consideration of the mutual covenants and promises set forth herein, Owner and Consultant agree as follows:

1. General
   1. This Master Agreement provides the standard terms and conditions for each service contract subsequently agreed to between Consultant and Owner during the term of this Master Agreement (each individually referred to herein as a “Service Contract”). Each Service Contract constitutes a separate, entire, and integrated agreement between Consultant and Owner and supersedes prior negotiations, representations or agreements, both written and oral, with respect to the applicable services. Unless otherwise provided in the Service Contract, each provision herein, and each duty, responsibility, and obligation set forth herein, applies separately to each Service Contract. The “Services” means the professional services provided and the related activities and obligations of the Consultant under a particular Service Contract. The Services may constitute the whole or a portion of a larger project (the “Project”).
   2. Each Service Contract consists of (i) this Master Agreement and its exhibits enumerated in Paragraph 6.1; (ii) a Service Contract Form, the form of which is attached hereto as Exhibit A, signed by Consultant and Owner and its attachments; and (iii) applicable Service Contract Modifications as defined in Paragraph 1.3. Proposals and similar documents prepared by Consultant that are attached to this Mater Agreement or a Service Contract are included solely for the purpose of describing the Services and, if applicable, rates, pricing, and fees. Contractual or legal provisions, terms, conditions, and forms referred to or contained in these documents are not included or incorporated into the Service Contract except as specifically and separately stated in Paragraph 6.2 of this Mater Agreement or the Clarifications section of the Service Contract. In the event of an inconsistency within or ambiguity between terms of the Service Contract and the provisions in this Master Agreement, the Service Contract Form takes precedence over all other documents. Purchase orders issued by Owner for any Service Contract or Service Contract Modification are for invoicing purposes. Despite the terms on the face of such purchase orders, Owner’s standard Purchase Order Terms and Conditions are not applicable to this Master Agreement or any Service Contract.
   3. All modifications to this Master Agreement or any Service Contract must be in writing and are limited to (i) formal written amendments to this Master Agreement signed by Owner and Consultant and (ii) Service Contract Modifications, the form of which is attached hereto as Exhibit B, signed by Consultant and Owner. Contract Fees and schedules can only be adjusted by a Service Contract Modification. No representative of Owner other than the Chancellor and those to whom the Chancellor has delegated such authority in accordance with Owner’s internal policies, which include the Vice Chancellor for Administration and the Associate Vice Chancellor for facilities, have the authority to sign a Service Contract, a Service Contract Modification or an amendment to this Master Agreement.
   4. Consultant is an independent contractor. Consultant shall have no authority, express or implied, to bind Owner to any agreements, liability, or understanding. Neither Consultant nor any sub-consultant, or agent or employee of either, shall be or construed to be an agent or employee of Owner. This Master Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship. Consultant shall be responsible to Owner for the services of its sub-consultants, employees and agents and for all employer obligations to its employees and agents under applicable law, including payment of their entire compensation, withholding of income and social security taxes, worker’s compensation, employee and disability benefits, etc. Nothing contained in this Master Agreement or any Service Contract shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Consultant.
   5. This Master Agreement does not grant any exclusive rights to Consultant. Nor does this Master Agreement entitle Consultant to a Service Contract. Owner retains the right to contract with other entities for the same services provided by Consultant. Likewise, Consultant retains the right to perform work and provide services for other entities, provided the work and services do not interfere with Consultant’s ability to fulfill its duties and obligations under any Service Contract.
   6. In the event services under a Service Contract lead to Consultant’s engagement by Owner for full architectural services for a Project, Consultant and Owner will enter into a separate agreement for such engagement in the form of the Owner’s standard Architect Contract and subject to Owner’s standard Architect Terms and Conditions.
   7. This Master Agreement will remain in effect for three (3) years following the Effective Date and will automatically renew annually for one (1) additional year twice unless otherwise terminated. Termination of this Master Agreement, however, will not terminate or otherwise affect the validity or terms of any Service Contract. Likewise, the termination of any Service Contract will not terminate or otherwise affect the validity or terms of this Master Agreement or any other Service Contract and default under one Service Contract will not constitute default or breach of another Service Contract. Absent a specific written agreement otherwise, all hourly billable rates, unit prices, etc. set forth in this Master Agreement will remain in effect for the full term of this Master Agreement and any Service Contract subject to this Master Agreement.
2. Services
   1. Consultant shall provide the Services consistent with the professional skill and care ordinarily required or expected of a similar professional practicing under the same or similar circumstances and in accordance with the laws, statutes, codes, ordinances, rules, regulations, and lawful orders and any other requirements of public authorities applicable to Consultant or the Services (“Applicable Law”). If Consultant provides Services in violation of Applicable Law, Consultant shall be solely responsible for all costs attributable to the violation and the correction thereof. Consultant shall be responsible for all taxes, licenses, registrations, and intellectual property rights required to provide the Services and for obtaining any permits and approvals required by authorities having jurisdiction.
   2. Consultant shall provide the Services in accordance with the schedule set forth in or attached to the Service Contract. Time is of the essence, and the term “day” means calendar day. Consultant’s signature of a Service Contract is a representation that the schedule is reasonable and that it includes reasonable allowances of time for Owner’s duties under the Service Contract, for Consultant’s performance, and for the approvals of submissions by authorities having jurisdiction. Consultant will cooperate and coordinate with the Owner and any separate consultants and contractors of Owner providing services or work related to the Project as necessary to facilitate and timely complete the Services. If Consultant is delayed by causes beyond its control, adjustment to the schedule shall be Consultant’s exclusive remedy. A schedule can only be adjusted with a Service Contract Modification.
   3. Owner can order modifications, additions, deletions, or other changes in the Services after the date of the Service Contract with adjustments, as appropriate, to the Contract Fee and schedule. If Consultant becomes aware of any need for additional services or changes in the Services caused by unforeseen circumstances or Owner’s request or of any other reason for adjustments to compensation or schedule, Consultant must promptly notify Owner in writing. Consultant shall not commence additional services without a Service Contract Modification authorizing such services signed by Owner. Consultant shall not be entitled to compensation for any services required due to the negligence or breach of contract of any of the Consultant Parties.
   4. With respect to documents provided by or on behalf of Owner, Consultant and anyone acting on its behalf will have a royalty-free license to use, reproduce, and distribute the documents, but solely for purposes of the Project. With respect to drawings, specifications, models, reports, or other documents or media that Consultant is required to furnish Owner under a Service Contract (collectively “Work Product”), Owner is hereby granted an irrevocable, fully paid, royalty-free license to use, reproduce, and distribute the Work Product for any purposes related to its facilities. Every such license shall survive any termination of a Service Contract or this Master Agreement, and Consultant shall promptly provide Owner the latest versions of the Work Product upon any termination. With respect to any building information modeling (BIM), video, photos, or other media captures prepared by or on behalf of Consultant as required under a Service Contract, the modeling and media shall be works for hire, as applicable, and become the sole property of Owner for its use as it deems appropriate. Absent written consent from Owner, Consultant shall not use the Work Product, or documents or media provided by Owner, for purposes unrelated to the Project.
   5. The “Consultant Parties” are the Consultant, any sub-consultants, and their employees, and any other persons or entities, that provide services on behalf of the Consultant for a Project. The Consultant shall not engage or terminate a sub-consultant or reassign key personnel performing services under a Service Contract without the prior written approval of Owner. Services performed by a sub-consultant must be provided under a written agreement with the Consultant that specifically binds the sub-consultant to the terms of the Service Contract for the benefit of Owner to the extent applicable to the sub-consultant’s services and that requires the sub-consultant to carry and maintain insurance coverage appropriate to its scope of services. Consultant shall provide copies of these agreements to Owner upon request.
   6. All communications between the Parties with respect to notice, directives, inquiries, approvals, etc. under a Service Contract shall be between the Consultant’s Representative and the Owner’s Representative. In the event any other individual communicates with Consultant on behalf of Owner regarding the Services, Consultant must promptly notify Owner’s Representative of the communication. Consultant may rely upon the accuracy of documents, drawings, and other information related to a Project that is provided by Owner; provided, however, Consultant is not entitled to rely upon any information the Consultant knows or should know, in the exercise of the applicable standard of care, is inaccurate or incomplete. Consultant shall promptly report to Owner any error, inconsistency, or omission discovered in documents, drawings, or information provided by or on behalf of Owner or in any Work Product or other information provided by or on behalf of the Consultant to Owner.
   7. Except as specifically required by the Services, Consultant shall not cause any hazardous substances, wastes, or materials, including asbestos-containing materials, lead-based paints, petroleum (or any constituent thereof), mold, radon, and polychlorinated biphenyl (PCB), ("Hazardous Materials") to be brought onto the Owner’s property or otherwise incorporated into a Project. In the event unforeseen Hazardous Materials are encountered or suspected, Consultant shall immediately report the condition to the Owner in writing.
   8. If the Services involve Consultant operations at an existing facility of Owner, Consultant shall (i) schedule and coordinate such operations with Owner to minimize all adverse impacts on Owner’s ongoing operations; (ii) confine its operations to approved areas and not unreasonably encumber such areas; (iii) maintain and leave the work areas and adjacent areas in clean condition; and (iv) comply with Owner’s security, health and safety policies, procedures, protocols, or written guidance. Consultant shall promptly notify Owner of any actual or alleged damage, injury, or loss to persons or property related to the Services.
   9. Consultant and its sub-consultants, at their own expense, will perform local, state, and federal background and reference checks, including criminal background checks, on all employees to be assigned to a Project, for every county of residence of prospective employees for the past seven (7) years. Unless Owner specifically approves, no employee with a conviction involving violent crime, theft, possession or receipt of stolen property, sexual offense, or illegal sale, use, or possession of drugs within the past seven (7) years can be assigned to provide Services. Owner reserves the right to remove anyone from providing Services if arrested, charged, or convicted of any of these crimes or if the individual conceals information regarding these crimes. Further, Consultant will validate social security identification numbers and not assign any undocumented persons to a Project.
   10. To the full extent permitted by Law, Consultant shall indemnify and hold Owner, and its agents and employees, harmless from and against claims, damages, losses, liens, and expenses, including reasonable attorney, expert, and consultant fees and expenses, to the extent caused by the negligent acts, errors, or omissions of one or more of the Consultant Parties in the performance, or failure in the performance, of the Services. This obligation shall survive expiration or termination of the Agreement, shall be irrespective of any insurance requirements or coverages, and shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist.
3. Contract Fee
   1. Subject to Paragraph 3.2 below and adjustment only by a Service Contract Modification, the Contract Fee is the total amount payable from Owner to Consultant under the Service Contract for the complete and proper performance of the Services. The Contract Fee includes all applicable taxes to be paid by Owner and compensation for all labor, services, fees, costs, markups, overhead, profit, and all other items except as allowed as Reimbursable Expenses or specifically stated in the Service Contract. Owner is a non-profit corporation and is exempt from sales and use taxes in the State of Tennessee and various other states. Owner’s sales and use tax exemption certificate number is 431938560.
   2. If Reimbursable Expenses are allowed under the Service Contract, Owner shall, in addition to paying the Contract Fee, reimburse Consultant for Reimbursable Expenses, which are expenses necessary to the proper performance of the Services and actually incurred directly or indirectly by Consultant in accordance with Owner’s current Reimbursable Guidelines as of the date of the Consultant’s signature of the Service Contract. Reimbursable Expenses are further limited to (i) out-of-town travel expenses, (ii) fees paid to sub-consultants unless the Contract Fee is a fixed fee that includes the fees of sub-consultants, (iii) fees paid to authorities having jurisdiction, (iv) postage and delivery costs when electronic transmission is unavailable, and (v) other expenses specifically approved in advance by Owner in writing. Reimbursable Expenses do not include any markup, multipliers or service or carrying charges. Requests for Reimbursable Expenses must be incorporated into Consultant’s invoices with proper documentation of each expense within sixty (60) days of incurring the cost.
   3. Reimbursable Expenses for out-of-town travel are further limited to: (i) airline tickets that do not exceed economy fares booked two weeks in advance with one checked bag per person; (ii) lodging in standard or equivalent rooms at hotels with Owner negotiated rates and parking at hotel; (iii) taxi or ride services (e.g., Uber or Lyft), provided an effort is made to share rides; (iv) rental cars at mid-sized car rates (excluding all add-ons or upgrades) and gas, provided the total cost does not exceed available round-trip economy airfare and an effort is made to share rides; (v) personal automobile mileage to airports or final destinations in accordance with current IRS reimbursement rates (print of Google map required), provided the total cost does not exceed available round-trip economy airfare; and (vi) subsistence reimbursement for meals, etc. at a standard per diem rate of $59 per day of over-night travel (no receipts required).
   4. Except as otherwise specifically set forth in the Service Contract, the Contract Fee will be paid in monthly progress payments. Consultant shall invoice Owner no more than once per month for the portion of the Services provided since the last invoice. Owner shall pay amounts properly invoiced within forty-five (45) days of Owner’s receipt of the invoice provided the Services performed comply with the requirements of this Master Agreement and the Service Contract. Payment shall not constitute acceptance of any portion of the Services not in accordance with this Master Agreement and the Service Contract. Acceptance of final payment by Consultant constitutes a waiver of all claims by Consultant, except those claims previously asserted in writing and identified by Consultant as remaining unsettled at the time of the final invoice. Consultant waives its rights to any additional compensation that is not incorporated into the Service Contract by a Service Contract Modification, no late fees or interest will be due on late payments, premature payments are only considered if specifically required by Law and amounts may be withheld from payment as reasonably necessary to protect the Owner from costs for which the Consultant is responsible. Consultant must pay each sub-consultant for all portions of the Services provided by the sub-consultant within seven (7) days of receiving payment from Owner for such portions of the Services.
   5. If the Contract Fee is to be determined on an Hourly Rate Basis, the Contract Fee shall be the documented billable time (to the nearest one-quarter hour) actually spent on the Services at the billable rates set forth in this Master Agreement or the Service Contract Form. Subject only to a Service Contract Modification increasing the NTE, the Contract Fee shall not exceed the amount of any NTE specified in the Service Contract Form.
   6. Owner may, upon its request and at its cost, audit any and all work or expense records of Consultant relating to materials or services provided hereunder. Consultant shall have the right to exclude from such inspection any of its confidential or proprietary information that was not otherwise provided to Owner. Consultant further agrees to maintain its books and records relating to materials and services provided under this Agreement for a period of two (2) years from the date such work was completed, and to make such books and records available to Owner at any time or times during normal business hours within the two-year period. Consultant shall have the right to bill Owner at the then applicable hourly rate for any of its staff members which are involved in such an audit.
4. Insurance
   1. Without limiting any coverage normally maintained by the Consultant, Consultant shall purchase and maintain at least the following insurance in such forms and substance satisfactory to the Owner and with limits of liability applicable to the Services that are no less than the limits of the Consultant’s existing insurance coverage and no less than the following:
      1. Commercial General Liability (written on ISO Occurrence form CG00 01 1093 or a substitute form providing equivalent coverage, with coverages for Premises – Operations (including Explosion, Collapse and Underground Hazards (XCU) coverage), Products and Completed Operations, Broad Form Property Damage (including coverage of the work performed by subcontractors), Personal and Advertising Injury without the Employment Exclusion, and Blanket Contractual Liability): general and products/completed operations of $2,000,000 aggregate, personal and advertising injury of $1,000,000 per occurrence, and bodily injury and property damage of $1,000,000 per occurrence;
      2. Automobile Liability (including owned, non-owned and hired motor vehicles): combined single limit of $1,000,000 per accident;
      3. Umbrella/Excess Liability with a $5,000,000 per incident and shall be excess of coverages for Commercial General Liability and Automobile Liability;
      4. Worker’s Compensation and Employer’s Liability: state and federal statutory limits and Employer’s Liability (without restriction to Worker’s Compensation coverage) of $500,000 for accident (per occurrence), $500,000 for disease (policy limit) and $500,000 for disease (per employee);
      5. Network Security/Privacy Liability (Cyber Liability) in an amount not less than $5,000,000 per occurrence; and
      6. Professional Liability: $1,000,000 per claim and $3,000,000 in the aggregate, maintained for five (5) years following completion of the Services.
   2. Consultant shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured with the same breadth of coverage and monetary limits as the named insured, and the coverage shall be primary and non-contributory to any other insurance or self-insurance, including any deductible applicable to the additional insureds. Each policy applicable to the Service, including workers’ compensation and employer’s liability policies, must include a waiver of subrogation in favor of Owner. Consultant shall supply as Exhibit A to this Agreement certificates of insurance, which provide sufficient information to verify that Consultant has complied with these insurance requirements.
5. Miscellaneous
   1. This Master Agreement and each Service Contract shall be governed by the laws of the State of Tennessee; and any dispute or matter in question between Owner and Consultant arising out of or relating to this Master Agreement, a Service Contract, or the Services shall be subject to the exclusive jurisdiction of the courts of the State of Tennessee located in Davidson County and subject to mediation as a condition precedent to any litigation or arbitration. Such mediation will be held in Nashville, Tennessee, and the Parties will share the mediator’s fees and expenses equally. In any legal proceeding or dispute arising out of this Master Agreement or a Service Contract, or otherwise related to the Services, the prevailing party will be entitled to recover from the non-prevailing party all costs the prevailing party incurred pursuing and defending the underlying Claims, including reasonable fees and expenses of attorneys, consultants, and experts and fees and costs associated with any related litigation, bankruptcy proceedings, or appeals. The prevailing party is the party that prevails, either affirmatively or via a successful defense, with respect to the Claims of greatest value or importance.
   2. If Owner defaults under a Service Contract and fails to cure within seven (7) days’ written notice of Consultant’s intent to terminate, Consultant may terminate the Services Contract for cause and be entitled to compensation for the portions of the Services completed plus costs actually incurred by reason of such termination, but not for costs, overhead or profit on the portions of the Services not completed. If Consultant fails to (i) promptly cure a default, (ii) correct defective Services, (iii) timely perform Services, or (iv) fulfill any other obligation under a Service Contract, and Consultant fails to commence and diligently continue correction of such deficiency for more than seven (7) days after written notice from Owner, Owner may, without prejudice to other remedies Owner may have, terminate the Service Contract for cause. In addition, Owner may, at any time upon written notice, suspend the Services or terminate a Service Contract for the Owner’s convenience and without cause. In the event of suspension or termination for convenience, Consultant shall be entitled to compensation for portions of the Services completed plus costs actually incurred by reason of such suspension or termination, but not for costs, overhead or profit on portions of the Services not completed. Termination a Service Contract shall not release Consultant from liability or obligations with respect to any portions of the Services already completed or prior actions or omissions of any of Consultant Parties.
   3. Consultant and Owner respectively bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in this Master Agreement and each Service Contract. Neither Consultant nor Owner can assign this Master Agreement or any Service Contract as a whole without written consent of the other, except Owner may assign any Service Contract to an affiliated entity of Owner. If either Party attempts to make such an assignment without the consent, that Party will nevertheless remain legally responsible for all obligations under the Service Contract.
   4. No act or failure to act by Owner or Consultant will constitute a waiver of any right or duty or subsequent obligation or constitute an approval of or acquiescence in a breach hereunder, except as specifically agreed in writing. If any provision in this Master Agreement or a Service Contract is found to be invalid or unenforceable in whole or in part, this finding shall not affect the validity or enforceability of any other provisions of this Master Agreement or the Service Contract or the remainder of the provision in question. In lieu of each provision, or part thereof, that is found to be invalid or unenforceable, there shall be added as part of this Master Agreement or Service Contract a provision as similar in terms to the invalid or unenforceable provision as is possible, valid, and enforceable. Any uncertainty or ambiguity found in this Master Agreement shall not be interpreted or construed against either of the Parties because of other’s involvement in the drafting and preparation hereof.
   5. In connection with performance under a Service Contract, the Consultant Parties may become aware of information that is considered confidential by Owner and that is not known by or available to the general public, including all information regarding the Project, Owner’s facilities, strategic plans, operations, finances, students, faculty, and staff, and any other records or business knowledge of Owner (the “Confidential Information”). This Confidential Information is owned exclusively by Owner, is used in the operation of its business and is secret, confidential, and proprietary to Owner. Each of the Consultant Parties must (a) maintain the confidentiality of all Confidential Information, including all Project-related information, except as required by law, (b) use the Confidential Information only as necessary to fulfill its obligations under the Service Contract or applicable law and, thus, restrict disclosure only to those persons who need to know for those purposes, (c) use a reasonable standard of care in maintaining the Confidential Information in strict confidence and (d) return or destroy all documents, copies, notes, or other materials containing any Confidential Information upon Owner’s request. Accordingly, none of the Consultant Parties will divulge information concerning a Project to anyone (including information in applications for permits, variances, and similar items) without Owner’s prior written consent. Owner reserves the right to release all Project information and to time its release, form, and content. The obligations of this Paragraph shall survive any termination and final completion of any Service Contract.
   6. Unless otherwise specifically approved in writing by the Owner’s Office of Trademark Licensing, none of the Consultant Parties can use the Owner’s name, logos, or trademarks, or photographic or artistic representations of a Project in any professional, marketing, advertising, or promotional materials or media. The obligations of this Paragraph shall survive any termination and final completion of any Service Contract.
   7. Consultant represents and warrants that it is in full compliance with the Immigration Reform and Control Act of 1986, as amended, and will only assign personnel to the Project whose employment eligibility has been verified. Further, Consultant warrants that it is in compliance with all applicable Federal, state, and local laws, as amended, including 41 CFR 60-1.4, CFR 60-250.4, and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, or sex, equal opportunity, affirmative action, employment of disabled veterans, and veterans of the Vietnam era, and employment of the handicapped. None of the Consultant Parties will discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, or national origin.
   8. Owner values and expects equity, diversity, and inclusion in all aspects of campus programs and activities. To the extent documented and maintained in the ordinary course of business, Consultant shall report to Owner statistics on a quarterly basis regarding the participation of firms owned and controlled by minorities, women, and other socially and economically disadvantaged persons as consultants, sub-consultants, subcontractors, and vendors for the Project, which include Disabled Veteran Business Enterprises (DVE), “Historically Underutilized Business Zones” (HUBZone), LGBT Business Enterprises (LGBTBE), local small business enterprises (LSBE), minority-owned business enterprises (MBE), small business enterprises (SBE), “Veteran-Owned Small Business” (VOSB) and woman-owned business enterprises (WBE) on the Project. This section does not in any way relieve Consultant from its obligations to evaluate the qualifications and suitability of all prospective consultants, sub-consultants, subcontractors, and vendors for the Project.
   9. If any Service Contract constitutes a subcontract under a Federal prime contract, Consultant must comply with Federal Acquisition Regulation 52.203-7, Anti-Kickback Procedures, with the exception of subparagraph (c)(1) thereof. Further, if any Service Contract is entered into under a Federal award, the Service Contract must include the additional applicable provisions required by Appendix II to 2 C.F.R. Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which can be found at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.
   10. Consultant represents and warrants that none of its principals, nor any employee, subcontractor, or consultant performing Services, is a faculty member, employee, postdoctoral scholar, student, or agent of Owner and that neither Consultant nor any of its principals, or any employees, sub-consultants, or vendors performing Services, has a personal or other business relationship with any department of Owner authorizing payment under any Service Contract. Consultant represents and warrants that none of its principals, nor any employee, subcontractor, or consultant performing Services, has in the past or will offer, give, solicit or receive, either directly or indirectly, any commission, contributions or valuable gifts, in order to secure or influence the award of this Master Agreement or any Service Contract. Consultant shall not engage in any activity, or accept any employment, interest or contribution, that would reasonably appear to compromise the quality of the Services under any Service Contract or to compromise or influence Consultant’s judgment with respect to the Services under any Service Contract.
   11. This Master Agreement, and any Service Contract, can be signed in counterparts, each of which will be deemed an original, and all of which, taken together, will constitute a complete document. Signatures transmitted by facsimile, electronic mail in “portable document format” (.pdf), or any other digital or electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as original signatures.
6. Exhibits and Clarifications
   1. The exhibits incorporated into this Master Agreement are as follows: (*attach hereto and insert below the titles and dates of all documents intended to be part of this Master Agreement and every Service Contract*)

Exhibit A: Master Professional Services Agreement, Service Contract Form;

Exhibit B: Master Professional Services Agreement, Service Contract Modification Form;

Exhibit C: <<TITLE OF DOCUMENT *(e.g., Rate Schedule)*>> dated <<DATE>>;

Exhibit D: <<TITLE OF DOCUMENT>> dated <<DATE>>;

<<ETC>>

* 1. The only clarifications, assumptions, exclusions, exceptions, or qualifications to the provisions above in this Master Agreement, if any, are as follows: (List and describe in detail any and all deviations from or clarifications to rights, duties, and obligations set forth herein.) Unless stated otherwise, the provisions below will be incorporated into each Service Contract issued under this Master Agreement.

<<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>

<<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>

<<DESCRIPTION OF ASSUMPTION, EXCLUSION OR QUALIFICATION>>

|  |  |
| --- | --- |
| **CONSULTANT:**  <<INSERT CONSULTANT LEGAL NAME>>  By: <<NAME OF SIGNEE>>  Title: <<POSITION OF SIGNEE>>  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **OWNER:**  VANDERBILT UNIVERSITY  By: <<NAME OF SIGNEE>>  Title: <<POSITION OF SIGNEE>>  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**MASTER PROFESSIONAL SERVICE AGREEMENT**

**SERVICE CONTRACT**

|  |  |
| --- | --- |
| Service Contract Date: | <<INSERT DATE>> |
| Consultant: | <<INSERT CONSULTANT LEGAL NAME>> |

In accordance with and subject to the Master Professional Services Agreement dated <<INSERT DATE>> between Consultant and Vanderbilt University (“Owner”), Owner and Consultant enter into this Service Contract. In accordance with the Master Professional Services Agreement, Consultant will perform the Services within the schedule and Owner will pay the Contract Fee.

|  |  |
| --- | --- |
| **Services:** | << INSERT A DETAILED DESCRIPTION OF THE SERVICES OR REFERENCE AN ATTACHMENT >> |
| **Schedule:** | << LIST ALL APPLICABLE DEADLINES, DELIVERABLE DATES, TIME PERIODS, OR INCLUDE AS ATTACHMENT >> |
| **Contract Fee:**  *(check one)* | **Fixed Fee** of <<DOLLAR AMOUNT>> Dollars ($<<###.##>>),  which  **Includes** or  **Excludes** the fees of sub-consultants;  **or**  To be determined based on an **Hourly Rate Basis**, not to exceed:  <<DOLLAR AMOUNT>> Dollars ($<<###.##>>) (the “NTE”); or  Not Applicable. |
| **Reimbursable Expenses**  *(check one)* | Allowed not to exceed <<DOLLAR AMOUNT>> Dollars ($<<###.##>>);  **or**  Not Applicable  **or**  Included in Contract Fee. |
| **Owner’s Representative:** | <<REPRESENTATIVE’S NAME>>  Telephone: <<PHONE NUMBER>>  E-mail: <<E-MAIL ADDRESS>> |
| **Consultant’s Representative:** | <<REPRESENTATIVE’S NAME>>  Telephone: <<PHONE NUMBER>>  E-mail: <<E-MAIL ADDRESS>> |
| **Clarifications:** | <<LIST ALL ASSUMPTIONS, EXCLUSIONS, EXCEPTIONS, QUALIFICATIONS, ETC. WITH RESPECT TO THE WORK, TERMS, OR PAYMENT>> |

**Attachments:**

|  |  |
| --- | --- |
|  | Consultant’s proposal dated <<INSERT DATE>> , which is attached hereto solely for the purpose of describing the Services and as otherwise provided in the Clarifications above. |
|  | Certificate(s) of insurance evidencing the required insurance, and identifying Owner as the certificate holder and as an additional insured, as required |
|  | <<OTHER ATTACHMENT>> |

<<INSERT CONSULTANT LEGAL NAME>> **VANDERBILT UNIVERSITY**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Consultant Signature Owner Signature**

**MASTER PROFESSIONAL SERVICE AGREEMENT**

**SERVICE CONTRACT – SERVICE CONTRACT MODIFICATION FORM**

|  |  |
| --- | --- |
| Service Contract Date: | <<INSERT DATE>> |
| Consultant: | <<INSERT CONSULTANT LEGAL NAME>> |
| Service Contract Modification Number: | <<SERVICE MODIFICATION NUMBER>> |

The Services of the Service Contract identified above are changed as follows: << INSERT A DETAILED DESCRIPTION OF THE CHANGE IN SERVICES OR REFERENCE AN ATTACHMENT >>

If the Contract Fee is a fixed fee or there is a NTE, insert the following amounts.

|  |  |
| --- | --- |
| Original Contract Fee/NTE…………………………... | $ <<INSERT AMOUNT>> |
| Net Change by Previous Service Modifications………………………….. | $ <<INSERT AMOUNT>> |
| Contract Fee/NTE before this Service Modification………… | $ <<INSERT AMOUNT>> |
| Change in Contract Fee/NTE by this Service Modification…. | $ <<INSERT AMOUNT>> |
| New Contract Fee/NTE………………………………. | $ <<INSERT AMOUNT>> |

The schedule is <<TYPE “increased” or “decreased”>> by <<NUMBER OF DAYS>> days. The new schedule << LIST ALL APPLICABLE DEADLINES, DELIVERABLE DATES, TIME PERIODS, OR INCLUDE AS ATTACHMENTS >>

**Attachments:**

|  |  |
| --- | --- |
|  | <<ATTACHMENT>> |
|  | <<OTHER ATTACHMENT>> |
|  | <<OTHER ATTACHMENT>> |

**CONSULTANT: VANDERBILT UNIVERSITY:**

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**Consultant Signature Owner Signature**