

Sample Fixed Price Service Contract

AGREEMENT

THIS AGREEMENT is made, this _____ day of _____, 20XX by and between _____ hereinafter referred to as the "University" and _____, a (State) Corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the University desires to develop and conduct a training program for its personnel and the personnel of such other eligible education agencies as may become participants in this program; and

WHEREAS, the purposes of said training program are to:

Upgrade the managerial and technical skills of career counseling and placement personnel; and increase the professional stature of career counseling and placement personnel; and provide a cadre of trained professionals appropriate materials to continue further training as required with minimum funding support needed; and provide a vehicle for the ongoing assessment of in-service training needs of career counseling and placement personnel.

WHEREAS, the Contractor is particularly skilled and competent to conduct such a management training program; and

WHEREAS, funds for this contract are budgeted for and included in federal project plan approved under _____, and as described in the program prospectus identified as Grant _____

- which is hereinafter referred to as the "Project"; and

WHEREAS, said Project was approved [date] and project expenditures approved on [date]
NOW, THEREFORE, it is mutually agreed as follows:

1. The term of this Agreement shall be for the period commencing [date], continuing to and until [date].
2. The Contractor agrees to develop and conduct a training program consisting in part of a series of three workshop session presentations. Each of said workshop presentations shall be of eight hours' duration and shall be conducted at [place]. The aforesaid training program shall be developed and conducted by the Contractor in accordance with the project prospectus submitted by the University for funding under _____ and in a particular with the "attachment" to said program prospectus, which is marked Exhibit 'A," attached hereto and by reference incorporated herein.
3. The aforesaid workshop presentations shall include three days of intensive training using an approach that has demonstrated considerable success working with career counseling and placement personnel of this type. Specific workshop topic coverage shall include the followings
 - a.
 - b.
 - c.
4. The aforesaid training workshop will be conducted during the contract term in accordance with a schedule mutually agreed upon by the University and the Contractor.
5. In connection with the conducting and development of the aforesaid training program, the

Contractor agrees as follows:

a. The Contractor will plan for and prepare such necessary materials as are needed to conduct the various program sessions as described. Such material preparation and development will include the preparation of participant resource material, development of worksheets, orientation materials, participant guides and handbooks. All materials developed will reflect the highest standards of quality applicable to education material development state of the art.

b. The contractor will provide expert session facilitation staff as follows:

A minimum of one (1) expert staff for *the* first twelve (12) participants in attendance at each session; further the Contractor will provide one (1) additional expert staff for each additional twelve (12) participants in attendance at each session to a maximum of 40 total participants per session.

c. The Contractor will regularly consult with designated personnel of the university for the purpose of monitoring program progress and planned activities so as to improve and strengthen the overall program.

6. The Contractor further agrees to,

a. Furnish the University on or before (date] with a final report. This report will describe all relevant aspects of program activity and will be in such style and format as to comply with the requirements of the enabling grant.

b. Prepare appropriate pre—session and post—session participant testing materials to enable the ongoing assessment of the overall program activities. The Contractor shall collect, analyze and interpret these findings as an integral part of the program development and conduct activity.

c. Conduct, within four to six months after the conclusion of the work—shop presentation, a post—test follow—up survey that will seek to discover what difficulties, if any, the participants in the program have encountered in applying the principles developed in the workshop training activity to career counseling and placement problems. A component of the follow— up survey will probe for participant attitude *and* individual assessment of the relevancy of the workshop training activity. and the topic material in the context of program administration experience during the intervening period.

d. Furnish the University with copies of all written and visual materials produced for distribution to the workshop participants. The Contractor will retain no proprietary rights to such materials, said rights being vested to the University.

7. The University agrees as follows:

a. To designate one of its staff members as project director to represent the University in all technical matters pertaining to this program.

b. To arrange the necessary pre—program advertisement and participant notification so as to encourage participation.

c. To provide or otherwise arrange for facilities that are adequate to conduct the

workshop sessions.

- d. To limit session attendance, exclusive of Contractor staff, to the maximum eligible number of _____ participants plus up to three (3) additional nonparticipating persons.
- e. To make the necessary arrangements with the participating educational agencies to make personnel available as participants in all specified training activities.
- f. To arrange for the use on an as available basis of University instructional equipment, including 16mm slide projectors, tape recorders and/or related audiovisual equipment, as requested by the Contractor in response to program requirements. The University agrees to provide competent personnel to operate all such equipment. The University will provide adequate maintenance and care of such equipment and will provide operational assistance to the Contractor as requested.
- g. To distribute to the program participants at the request of the Contractor, various project materials that are relevant to the program. Such materials may include training session handout material, descriptive information, questionnaires and announcements.
- h. To provide or arrange for assistance to the Contractor at training session locations as mutually agreed in connection with facility arrangement, scheduling and other matters pertaining to the successful conduct of the program.

8. It is expressly understood and agreed by both parties hereto that the Contractor while engaging in carrying out and complying with any of the terms and conditions of this contract is an independent Contractor and is not an officer, agent or employee of the University.

9. The Contractor shall provide workers compensation insurance or self-insure his services, he shall also hold and keep harmless the university and all officers, agents, and employees thereof from all damages, costs of expenses in law or equity that may at any time arise or be net up because of injury to or death of persons or damage to property, including University property, arising by reason of, or in the course of the performance of this contract; nor shall the University be liable or responsible for any accident, loss or damage, and the Contractor, at his own expense, cost and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the University or officers or agents thereof on any claim or demand, and pay or satisfy any judgment that may be rendered against the University or officers or agents thereof in any such action, suit or legal proceeding.

10. In consideration of the satisfactory performance of the Contractor, the University agrees to reimburse the Contractor in the amount of Fifteen Thousand Dollars (\$15,000) in accordance with the following schedule:

30 May 20XX	\$ 4,000.00
30 June 20XX	\$ 5,000.00
30 July 20XX	\$ 4,000.00
30 August 20XX	<u>\$ 2,000.00</u>
	\$15,000.00

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized representative on the date first mentioned above.

CONTRACTOR

UNIVERSITY

Name
Title

Name
Title