SERVICE AGREEMENT

This General Service Agreement (the “Agreement”) dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ is between the Board of Trustees of Western Michigan University, on behalf of [department/unit] (University) and [Service Provider] (Service Provider) (collectively, the “Parties”).

Service Provider has agreed to provide services to the University on the terms and conditions set out in this Agreement, and University seeks such services to [general description of need being addressed].

Therefore, in good faith and in consideration for the services described below, the receipt and sufficiency of which is hereby acknowledged, the University and the Service Provider agree as follows:

1. Scope of Work/Conditions

The Service Provider is to provide the University with the following services (the “Services”): [Describe the services that will be provided].

The services will include any other tasks related on which the University and the Service Provider mutually agree. Such tasks, if applicable, will be set forth on [purchase order/statement of work, etc.] and attached hereto.

1. Compensation

The University will compensate the Service Provider [explain compensation system, if applicable; note that compensation is not only monetary] for the services rendered as required by this Agreement. The University will pay the Service Provider when services are complete. [Insert more specific payment terms if necessary.]

1. Independent Contractor

The Service Provider is acting as an independent contractor in providing the Services under this Agreement, not as an employee of the University. The Parties agree that this Agreement does not create a joint venture or a partnership between them.

1. Modification of Agreement

Any modifications or amendments to this Agreement will be binding if made in writing and signed by each Party.

1. Notice

All notices or demands required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses. Electronic notification [shall/shall not] be sufficient.

To University:

To Service Provider:

1. Insurance

Service Provider shall carry:

* workers’ compensation at statutory limits and employers’ liability of $1,000,000;
* general liability coverage with limits of at least $1,000,000 per occurrence, $3,000,000 annual aggregate;
* auto liability including physical damage of at least $1,000,000, if Provider vehicles drive on University property;
* umbrella coverage of at least $5,000,000;

Service Provider shall include WMU as an additional insured and provide a certificate of insurance demonstrating coverage to be kept on file in the WMU Purchasing Office.

(consult with Business Services for specific insurance requirements)

1. Term of Agreement

This Agreement will begin on [Beginning Date] and will remain in full force and effect until the completion of the Services or until [Beginning Date + 5 years (maximum)], whichever comes first. This Agreement may be extended by mutual written agreement of the parties.

1. Termination

Either Party, in its sole discretion, may terminate this Agreement at any time without cause, by providing at least thirty days’ prior written notice to the other Party. However, if this Agreement is terminated as a result of one Party’s breach of its obligations hereunder, the non-breaching Party’s right to pursue all legal remedies will survive the termination.

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, epidemic or pandemic, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage. During such time, the Parties retain their right to terminate as stated above.

1. Integration

This Agreement contains the entire agreement and understanding by and between the University and the Service Provider and no prior representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

1. FOIA and FERPA

The University is subject to the reporting requirements and protections required by Michigan’s Freedom of Information Act (FOIA) and the federal Family Educational Rights and Privacy Act (FERPA). Should either Party receive a request for student or program information arising out of this Agreement and covered by these or similar laws, it will notify the other Institution prior to responding to the request.

1. Choice of Law

This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of the State of Michigan and will be subject to the jurisdiction of the courts thereof.

1. Dispute Resolution

The Parties will endeavor to resolve any Agreement dispute in accordance with this provision. If unable to resolve a dispute within fifteen business days, each Party must submit the dispute to a senior administrator or executive within that Party’s organization who will attempt in good faith to resolve the dispute. Unless the dispute precludes performance, the Parties will continue performing while the dispute is being resolved. Performance may continue if the dispute involves payment only.

The Parties will not institute litigation to resolve the dispute until after the Parties’ senior executive or administrators has determined that they are unlikely to resolve the issue, or if either Party fails to respond to the resolution request within fifteen business days. The Parties may institute formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy.

1. Severability

The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any one or more of these provisions shall not affect the validity and enforceability of the other provisions hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

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| **The Board of Trustees of Western Michigan University** | **[Service Provider]** |
| By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| [Unit/Department Responsible]  [Title] | [Printed Name and Title] |
| [Date] | [Date] |
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| Michele L. Cole  Director, Business Services |  |
| [Date] |  |

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