

SEARCH FIRM GUIDELINES

Purpose of this template: To provide guidelines for departments when working with search firms. The following information must be collected and inserted into the Professional Services Agreement template:

<u>Required Information</u>	<u>Sections to be Completed</u>
a) The search firm’s full name, business address, telephone number and facsimile number.	Top of first page and Section 9
b) The U of C department’s full name, business address, telephone number and facsimile number.	Top of first page next to University
c) Name of the individual who is the principal contact at the department. d) Name of the individual who is the principal contact at the search firm.	Section 9
e) Anticipated commencement date of the search to extend for a six month posting period.	Attachment A, Term of Agreement
f) If different from the principal contact, the name of the search firm representative who will be conducting the search.	Attachment A, Project Staffing
g) Terms of compensation (e.g., amount of fee, whether or not direct expenses are being reimbursed, description of any installment payments, and the amount of any indirect expenses that may be recoverable by the search firm.)	Attachment B* *Select the version of the attachment (either the Retainer Version or Contingency Version) that is most appropriate for the proposed arrangement. The Retainer Version should be used if the contractor will be compensated for the services rendered under the Agreement even if the University fails to hire anyone for the position. The Contingency Version should be used if the contractor will be compensated only after an individual is hired and commences work for the University.
h) Job Description	Attachment C
i) Vendor’s Insurance	A copy of the insurance certificate labeling the required insurance coverages itemized on pages 14 and 15 must be attached to the agreement.

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If you have any questions about this template package or the associated policies or procedures, please contact the Purchasing and Payment Services, at 773-702-1011.

If you have any employment related questions about positions for which we are recruiting, please contact Human Resource Services Office. Phone: 773-702-8900.

THE UNIVERSITY OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT

Agreement Number:

CONTRACTOR:

UNIVERSITY:

The University of Chicago (UNIVERSITY) and CONTRACTOR agree that CONTRACTOR will perform the professional services set forth in Attachment A upon the following terms and conditions:

1. TERM. This Agreement shall be in effect for the Term stated in Attachment A unless it is extended by written agreement of the parties or sooner terminated as set forth in this Agreement.
2. SCOPE. CONTRACTOR agrees to perform recruitment and search services as specifically requested by University and as generally described in Attachment A. The Job Description for the position for which Contractor's services are engaged is set forth in Attachment C. It is specifically understood by both parties that the terms of this Agreement apply only to the specific search described in Attachment A and that no Agreement is being entered into with respect to any specific searches not described in Attachment A.
3. The UNIVERSITY is an Affirmative Action/Equal Opportunity Employer.
 - A. Recruitment and Selection Process for Search Firms. The UNIVERSITY, as an Affirmative Action/Equal Opportunity Employer, is required to implement an applicant tracking system for hires that will allow us to analyze the pool of applicants for Affirmative Action and nondiscrimination; monitor whether the process is yielding an adequate pool of qualified minority and female applicants; monitor for disparate treatment or unlawful adverse impact in the selection process.
4. As a contractor itself, the UNIVERSITY will not discriminate against any employee or applicant for employment because of age, ancestry, color, disability, gender identity, marital status, national origin, parental status, race, religion, sex, sexual orientation, source of income or veteran status. The UNIVERSITY will take affirmative action to ensure that applicants are employed, and treated during employment without regard to these bases.
 - A. Definition of an Applicant. An "applicant" is a candidate who requests to be considered for employment, submits a resume, identifies a specific job opening, expresses interest in a timely manner, and is basically qualified for the specific job opening.

"Basically qualified" is defined as possessing the knowledge, skills, education, and experience listed as Education and Experience required on the job posting.
 - B. Contractor Process and Information about Professional Services to Provide Staff Positions.
 - i. Qualifications listed in job advertisements by CONTRACTOR should balance both the need to ensure a diverse applicant pool by stating basic qualifications required, while targeting the best-qualified applicants by stating additional qualifications which are preferred.
 - ii. CONTRACTOR will identify the stage at which qualifications are used as a screening tool.
 - iii. CONTRACTOR'S outside advertisements must include the Affirmative Action/Equal Opportunity Employer tagline:
 - (1) "The University of Chicago is an Affirmative Action/Equal Opportunity Employer" or
 - iv. Language in advertisements should match the language in the web posting on the University of Chicago website. This is especially critical for the required qualifications as we identify our applicants based on these.
 - v. Candidate must submit their resume for a specific position through the UNIVERSITY's online system. They must create a profile and submit a resume. All persons meeting the definition of applicant must be asked to provide voluntary sex and race information. Only the candidates who possess the basic

required qualifications as listed on their resumes are applicants.

- vi. The UNIVERSITY is an Affirmative Action/Equal Opportunity Employer and encourages outreach to qualified women and minority candidates. The UNIVERSITY will analyze, through the online system, the pool of applicants for Affirmative Action purposes to monitor whether the process is yielding an adequate pool of qualified minority and female applicants; and nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process.
 - vii. An applicant may not be offered the position or start in the posted position until the required posting period has been completed and a proper search has been conducted.
- C. Record Retention. All records of the search process must be kept by the UNIVERSITY for a period of three years, from the last search action. This includes, without limitation, all of the following: copies of all advertisements; materials sent to and received from applicants and all other job seekers who request to be considered for the position; reference letters; ranking grids; and search committee notes including (individual committee member notes), interview notes (including telephone interviews), and notes pertaining to applicant references.

For more information on this process and these requirements please contact either:

The University of Chicago
Human Resource Recruiter
6054 S. Drexel Avenue, 1st Fl
Chicago, IL 60637
Phone: 773-702-4716

Aneesah Ali
Associate Provost and Affirmative Action Officer
5801 S. Ellis Ave, Adm. 510
Chicago, IL 60637
Phone: 773-702-5671
aali@uchicago.edu

Copies of these records are to be delivered to Human Resources at the address listed above before any final CONTRACTOR invoice for fee payment and expense reimbursement will be processed and paid by University.

5. Failure of CONTRACTOR to employ practices that comply with the requirements set forth in Section 3 above shall be considered material breaches of this Agreement and shall give UNIVERSITY the right to immediately terminate this Agreement without any further financial obligation to CONTRACTOR. In addition, CONTRACTOR acknowledges that UNIVERSITY will suffer damages, some of which may be difficult to quantify, as a result of any such breach and agrees to reimburse UNIVERSITY for any such damages. These damages would include but not be limited to consultant's fees for preparing a response to the Office of Federal Contract Compliance Programs or the U.S. Equal Employment Opportunity Commission.

This section of this Agreement shall survive the termination of this Agreement. Thus if UNIVERSITY hires someone recruited by CONTRACTOR and subsequently learns that CONTRACTOR'S process was non-compliant, UNIVERSITY shall still have recourse under this Agreement to recover any and all damages incurred.

6. When CONTRACTOR recommends a slate of placements for interview or a placement for hiring they must simultaneously present UNIVERSITY with a description of the CONTRACTOR's search process, affirmative efforts to recruit women and minorities, and a copy of any advertisements used.
7. RELATIONSHIP OF THE PARTIES. The parties agree that the CONTRACTOR is an independent contractor and the UNIVERSITY has no right to control how the work is performed other than as specified for requirements as stated in Attachment A. The CONTRACTOR understands that no relationship other than that of contracting parties is established by this Agreement, and further understands that this does not establish any employer-employee arrangement. The CONTRACTOR agrees as an Independent Contractor to treat its assistants as its own employees and comply with tax requirements for CONTRACTOR and its assistants.
8. LABOR. The CONTRACTOR agrees it is solely responsible for providing the labor to achieve the specified requirements of Attachment A. The CONTRACTOR agrees that the UNIVERSITY shall not provide training for the CONTRACTOR to perform services specified in Attachment A. The CONTRACTOR agrees to be available to the UNIVERSITY on an as needed basis, and that the hours of labor are not ordinarily established by the UNIVERSITY. The CONTRACTOR understands it is free to work for any number of other persons or firms simultaneously.
9. FEES AND EXPENSES. For all services rendered by CONTRACTOR under this Agreement, CONTRACTOR

shall be paid in accordance with Attachment B. Unless otherwise specifically set forth in Attachment B, such payments shall be made Net 30 days after the placement's first day of work for the UNIVERSITY.

CONTRACTOR's relationship shall be that of an independent contractor and UNIVERSITY shall not withhold taxes or Social Security payments from any sum paid to CONTRACTOR under this Agreement.

10. **INSURANCE.** CONTRACTOR shall maintain during the term of this Agreement, at CONTRACTOR's sole expense, such insurance as stated in Exhibit 1.

CONTRACTOR shall provide prior to start of operation under this Agreement evidence of the level of insurance indicated in Exhibit 1 by CONTRACTOR Certificate of Insurance with original endorsement of the UNIVERSITY as Additional Insured, to the extent of the indemnity, and UNIVERSITY coverage as primary insured.

Insurance is to be placed with insurers that are acceptable to the UNIVERSITY. The certificates and endorsement of each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The UNIVERSITY reserves the right to require certified copies of all insurance policies, at any time, during the term of this Agreement and surviving this Agreement as may be required relevant to events covered by this Agreement.

11. **NOTICES.** All notices and demands required hereunder shall be deemed given upon personal delivery or next business day following sending by reputable overnight delivery carrier or three (3) business days following sending by United States Registered or Certified Mail, postage prepaid, addressed to CONTRACTOR and UNIVERSITY at the addresses stated below.

12. **CONTACT NOTICES.** For contract management purposes of this Agreement the persons to be contacted to provide operations decisions on a daily basis on behalf of the parties are as follows:

if to the UNIVERSITY:

if to the CONTRACTOR

<i>(Name of Departmental Point of Contact)</i>	
<i>(Department Name)</i>	
<i>(Department Address)</i>	
<i>(Department Address)</i>	
<i>(City, State and Zip code)</i>	
<i>(Department Phone Number)</i>	

13. **NO WAIVER.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

14. **SEVERABILITY.** If a court of competent jurisdiction determines that any provision of this Agreement (including the Attachments attached hereto) is invalid or unenforceable, then such provision shall be interpreted to provide the maximum benefit permissible by law to the person entitled to the benefit thereof, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

15. **HEADINGS.** The headings used in this Agreement are for convenience only and are not intended to be considered in construing its terms. The use in this agreement of the terms "include", "includes", "including", and "such as" shall be deemed in all cases to be followed by the words "without limitation".

16. **LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

17. **ENTIRE AGREEMENT.** This Agreement, the terms and conditions of the Attachments and Exhibits hereto and amendments mutually agreed upon in writing are the complete and entire agreement regarding these transactions, and replace any prior oral or written communications between UNIVERSITY and CONTRACTOR. CONTRACTOR hereby warrants and represents that it is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by its execution and delivery of this Agreement and performance of its obligations under this Agreement.

18. **GUARANTEE.** Any placements made by CONTRACTOR for UNIVERSITY shall be guaranteed for a period of no less than one year. If any placement should resign (voluntarily or for cause) or be terminated for cause, within the time period set forth above, then CONTRACTOR will restart the assignment in accordance with the

terms and conditions of this Agreement, charging no further fees.

19. NON-SOLICITATION. CONTRACTOR shall not solicit or recruit the manager of or direct reports to the position being placed for a period of two years following the date that individual commences their employment with the UNIVERSITY. CONTRACTOR also agrees to restrict solicitation on the individual placed to the term of employment with the UNIVERSITY plus two years.
20. PROJECT STAFFING AND PROCESS. CONTRACTOR has provided UNIVERSITY with the names of the individuals who will be staffing this project along with their positions in this project and their contact information within Attachment A. CONTRACTOR must review in advance with UNIVERSITY the process that they propose to use for the search.
21. ADVERTISING. Any and all language that CONTRACTOR intends to use in advertising for the search that is the subject of this Agreement must be submitted to UNIVERSITY prior to its placement or use and may only be used with UNIVERSITY's written consent.
22. VENDOR CERTIFICATION PACKAGE. A vendor certification package including a vendor certification form, a vendor questionnaire, a debarment certificate, and a W-9 form must be completed by CONTRACTOR and returned to UNIVERSITY.
23. GENERAL.
 - A. Acknowledgments. Acceptance of this Agreement must be in accordance with and strictly limited to the terms and conditions contained herein. Any attempted acknowledgment or acceptance which contains provisions conflicting or additional to the terms and conditions of this Agreement or which varies any term or condition shall have no force or effect. Performance by the CONTRACTOR without an effective acknowledgment shall be deemed to be performance in accordance with the terms and conditions of this Agreement.
 - B. Invoices. Render a separate invoice for each Agreement. All items on invoice must conform to fee items listed in Attachment B of this Agreement. Invoice must show UNIVERSITY's Agreement number. If the name of CONTRACTOR on the invoice will be other than that shown on the face of this Agreement, both names must be indicated on the invoice. Failure to do this can result in delayed payment. Mail invoice (s) and statements to the UNIVERSITY address set forth at the top of page 1 of this Agreement.
 - C. Interest Charged on Invoices. Interest charges referenced on an invoice will not be accepted by the UNIVERSITY.
 - D. Federal Government Contract Numbers. When a contract number is shown on the face of this Agreement, the purchase of profession services is being made under a contract with the U.S. Government, and certain provisions of that contract may apply to this Agreement. A copy of the contract provisions may be reviewed at the Office of Research Administration, 970 East 58th Street, 3rd Floor, Chicago, Illinois 60637.
 - E. Termination. This Agreement can be terminated for convenience before expiration by either UNIVERSITY or CONTRACTOR given that written notice is provided to the other party at least thirty (30) days prior to the termination date. The amount, if any, which will be owed by UNIVERSITY to CONTRACTOR (or CONTRACTOR to UNIVERSITY) upon Termination is set forth in Attachment B. To the extent that Attachment B does not specifically set forth any financial liability of University upon Termination, the University shall not have any such obligation.
 - F. Indemnification. CONTRACTOR hereby undertakes and agrees to forever indemnify and hold harmless The University of Chicago and its Board of Trustees, individually and collectively, its subsidiaries and officers, agents, servants and employees of The University of Chicago, from any and all such losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) arising out of performance of the work under this Agreement and shall pay all damages, judgments, costs, and expenses including attorney's fees in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expense, demand, claims or cause of action arising out of, or caused by the sole negligence of The University of Chicago and its Board of Trustees, individually or collectively, its subsidiaries or officers, agents, servants or employees of The University of Chicago.
 - G. Confidentiality. So long as this Agreement remains in effect, CONTRACTOR may have access to and

become acquainted with various trade secrets, consisting of management, financial, and operational materials, and methods and processes, and compilations of information, and records and specifications of UNIVERSITY, which are owned by UNIVERSITY and which are regularly used in the operation of UNIVERSITY's business. CONTRACTOR acknowledges such information is secret and confidential and that UNIVERSITY disclosed the same to CONTRACTOR. CONTRACTOR shall not disclose any such secrets, directly or indirectly, or use them in any other way either during the term of this Agreement or at any time thereafter, except as required in the course of its performance in accordance with this Agreement. All files, records, documents, drawings, specifications, equipment, and similar items relating to business at UNIVERSITY, whether prepared by CONTRACTOR or those acting on behalf of CONTRACTOR, shall remain the property of UNIVERSITY and shall be treated in a confidential manner by CONTRACTOR so as to safeguard its proprietary nature.

- H. Delays. Time is of the essence in the performance of CONTRACTOR's services hereunder. However, delays in deliverables beyond the time specified in this Agreement due to causes beyond the control and without the fault or negligence of CONTRACTOR may be excused by the UNIVERSITY if CONTRACTOR notifies the UNIVERSITY in writing of the cause of such delay within a reasonable time from the beginning thereof. When such excuse is given, the UNIVERSITY, by written notice to the CONTRACTOR, will extend the time for performance by such period of time as the UNIVERSITY determines to be commensurate within the period of delay.
- I. Changes. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Agreement, an equitable adjustment shall be made in the Agreement price or deliverables schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim made by the CONTRACTOR for adjustment under this article must be asserted within thirty (30) days from the date of receipt by the CONTRACTOR of the notification of changes, provided, however, that the UNIVERSITY, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. However, nothing in this article, shall excuse the CONTRACTOR from proceeding with the Agreement as changed. Except as otherwise provided herein no payment for extra work shall be made unless such extras and the price thereof have been authorized in writing by the UNIVERSITY.
- J. Examination Of Records. The CONTRACTOR agrees that the UNIVERSITY, the Federal sponsoring agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the CONTRACTOR, involving transactions related to this Agreement.
- K. Assignment. The UNIVERSITY may at any time assign this Agreement or any of its rights hereunder to the United States Government. Neither this Agreement nor any payments, claims, or interests thereunder are assignable or transferable by CONTRACTOR without UNIVERSITY'S written approval.
- L. Equal Opportunity. During the performance of this Agreement, the CONTRACTOR agrees to as follows:
 - i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity article.
 - ii. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- M. Byrd Anti-lobbying Amendment. If any portion of this Agreement is federally funded, and the amount is in excess of \$100,000, the contractor shall file all required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This Amendment requires each contractor or subcontractor to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant

or any other award covered by 31 U.S.C. 1352, and shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

- N. Debarment and Suspension. In acceptance of this Agreement and its fulfillment the CONTRACTOR hereby certifies that CONTRACTOR is not currently a listed vendor in the Federal General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Presidential Executive Orders 12549 and 12689, "Debarment and Suspension".

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement in two counterpart signatures and do hereby warrant and represent that their respective signatory whose signatures appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

AGREED TO:

CONTRACTOR:

THE UNIVERSITY OF CHICAGO:

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Fax Number)

(e-mail address)

(Signature)

(Print Name)

(Title) –
Procurement and Payment Services

(Date)

6054 S. Drexel Avenue, Suite 400
(Address)

Chicago, IL 60637
(City, State, Zip Code)

773-702-3320
(Telephone Number)

773-702-0904
(Fax Number)

(e-mail address)

Attachment A -- Description of Professional Services

Term of Agreement:

The term of this Agreement shall be effective for a period of six months commencing as of

Scope of Work by Contractor:

Identify candidates for the following personnel search for the open position(s):

Project Staffing:

Attachment B—Fees and Expenses—Retainer Version

The professional fees for this search shall be \$_____. This fee shall be invoiced in _____ increments according to the schedule set forth below:

CONTRACTOR ___ will be ___ will not be [*please select one*] separately reimbursed for reasonable direct expenses actually incurred. Direct expenses are defined to include costs associated with the interviewing and selection process and with visits to the UNIVERSITY. CONTRACTOR will use coach class travel and stay in University of Chicago preferred hotels whenever and wherever possible. CONTRACTOR shall consult with UNIVERSITY, UNIVERSITY'S preferred travel agency, and UNIVERSITY'S preferred advertising agency to insure that if the UNIVERSITY has access to rates for goods or services less than those otherwise available to CONTRACTOR that CONTRACTOR shall make use of such rates.

CONTRACTOR ___ will be ___ will not be [*please select one*] separately reimbursed for reasonable indirect expenses. Indirect expenses are defined to include costs that are attributable to CONTRACTOR's client project as incremental costs but are not possible to attribute to each individual project.

CONTRACTOR must submit itemized invoices, including any and all appropriate documentation, including expense reports and receipts, in order to be eligible for the reimbursement of any direct expenses. All expenses will be billed at the actual costs incurred.

Indirect expenses for this search are ___% of the fee or \$_____, billed in increments timed to match the professional fee billing increments set forth above.

CONTRACTOR must present UNIVERSITY with invoices for any and all requested fee payments and expense reimbursements. These invoices shall be paid Net 30. No finance charges shall apply to these invoices. Payment by UNIVERSITY of CONTRACTOR'S final invoice is subject to receipt of all required materials by the representative of the University of Chicago designated in Section 3.A.3 of the Agreement.

Payments are not contingent on the hiring of one of CONTRACTOR'S placements.

Attachment B—Fees and Expenses—Contingency Version

The professional fees for this search shall be \$_____ or 20% of the placements starting salary. The starting salary used to calculate the professional fees shall be defined to include:

This fee shall be payable only if and when a placement provided by CONTRACTOR and accepted by UNIVERSITY actually starts working for the UNIVERSITY in the searched for position.

CONTRACTOR ___ will be X will not be [*please select one*] separately reimbursed for reasonable direct expenses actually incurred. Direct expenses are defined to include costs associated with the interviewing and selection process and with visits to the UNIVERSITY. CONTRACTOR will use coach class travel and stay in University of Chicago preferred hotels whenever and wherever possible. CONTRACTOR shall consult with UNIVERSITY, UNIVERSITY'S preferred travel agency, and UNIVERSITY'S preferred advertising agency to insure that if the UNIVERSITY has access to rates for goods or services less than those otherwise available to CONTRACTOR that CONTRACTOR shall make use of such rates.

CONTRACTOR must submit itemized invoices, including any and all appropriate documentation, including expense reports and receipts, in order to be eligible for the reimbursement of any direct expenses. All expenses will be billed at the actual costs incurred.

CONTRACTOR must present UNIVERSITY with invoices for any and all requested fee payments and expense reimbursements. These invoices shall be paid Net 30. No finance charges shall apply to these invoices. Payment by UNIVERSITY of CONTRACTOR'S final invoice is subject to receipt of all required materials by the representative of the University of Chicago designated in Section 3.A.3 of the Agreement.

Attachment C
The University of Chicago
Job Description

Requisition Number:

Specific Title:

Generic Title:

Division/Department:

Reports to:

General Summary:

Principal Duties and Responsibilities:

Education and Experience Required:

The above statements are intended to describe the general nature and level of the work being performed by people assigned to this job. They are not an exhaustive list of all duties and responsibilities associated with it.

EXHIBIT 1--THE UNIVERSITY OF CHICAGO
VENDOR INSURANCE REQUIREMENTS

VENDOR'S INSURANCE

Vendor shall procure and maintain at Vendor's sole expense such insurance as shall protect Vendor and any subcontractor performing work covered by this Agreement.

A. Minimum Scope of Coverage

Coverage shall be at least as broad as:

1. Commercial General Liability insurance coverage insuring all operations by or on behalf of the Vendor and including, without limitation, coverage for:
 - a. Premises and operations,
 - b. Contractual liability insuring the obligations assumed by the Vendor under this Agreement, and
 - c. Personal injury liability.
2. Automobile Liability insurance covering all owned, hired and non-owned vehicles including coverage for Automobile Contractual Liability.
3. Workers' Compensation insurance as required by applicable law or regulations or statutes and Employer's Liability insurance.
4. Professional liability insurance covering any claims that might arise from performance of services provided by Vendor under this Agreement.

B. Minimum Coverage

Vendor shall maintain limits of liability of at least:

1. Commercial General Liability:
\$1,000,000 each occurrence bodily injury and property damage,
\$1,000,000 personal and advertising injury,
\$2,000,000 general aggregate
2. Automobile Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage
3. Workers' Compensation: coverage as required by law
4. Employer's Liability:

\$500,000 bodily injury by accident,
\$500,000 Disease-Each Employee,
\$500,000 Disease-Aggregate
5. Professional Liability Insurance:

\$500,000 each professional act, error or omission,
\$500,000 aggregate for all professional acts, errors or omissions

C. Other Insurance Provisions

1. Claims-Made Coverage

If the professional liability insurance required by this section is written on a "claims-made" policy form, the policy and all certificates of insurance as required hereunder shall show the "retroactive date." If the "retroactive date" is later than the date of this Agreement and the Vendor was previously insured under a "claims-made" professional liability insurance policy during any portion of the period between the date of this Agreement and the "retroactive date" of the Vendor's current "claims-made" professional liability insurance policy, the Vendor shall furnish a Certificate of Insurance showing that the Vendor has purchased the "extended reporting period" or "supplemental tail" endorsement under the previous policy to extend the period during which a claim may first be made.

Vendor shall maintain professional liability insurance required by this Agreement under subsequent insurance policies for at least five years after the termination of this Agreement. If subsequent "claims-made" policies contain a "retroactive date" after the termination of this Agreement or if Vendor shall replace a "claims-made" policy with an "occurrence" policy, Vendor shall purchase the "extended reporting period" or "supplemental tail" endorsement under the last "claims-made" policy covering the term of this Agreement and five years.

2. The University of Chicago as additional insured

The University of Chicago, The University of Chicago Hospitals, their affiliates, officers, directors, trustees, volunteers, and employees (Additional Insureds) shall be named as additional insureds under the Commercial General Liability policy, and the policy shall stipulate that the insurance afforded the Additional Insureds shall apply as primary insurance and that any other insurance carried by the Additional Insureds will be excess only and will not contribute with Vendor's insurance. These policies shall contain the usual cross liability wording indicating that except for limits of liability, the policies shall operate as though separate policies were issued to each insured.

3. Vendor's failure to comply with policy provisions

General Liability and umbrella or excess liability policies shall stipulate that Vendor's failure to comply with reporting provisions of the policies shall not affect coverage provided to The University of Chicago, The University of Chicago Hospitals and their affiliates, officers, directors, trustees, volunteers, and employees.

4. Notice of Cancellation

Each insurance policy required by this insurance clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to The University of Chicago.

D. Acceptability of Insurers

Insurance is to be placed with insurers which are acceptable to The University of Chicago.

E. Verification of Coverage

Vendor shall furnish The University of Chicago with certificates of insurance before any work is done and any materials are delivered. Insurance certificates shall clearly identify all insurance coverages and special conditions as required by this insurance clause.

The certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf. The University of Chicago reserves the right to require certified copies of endorsements affecting coverage required by this insurance clause or to require a certified copy of any or all required insurance policies, at any time.

F. Subcontractors

Vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.