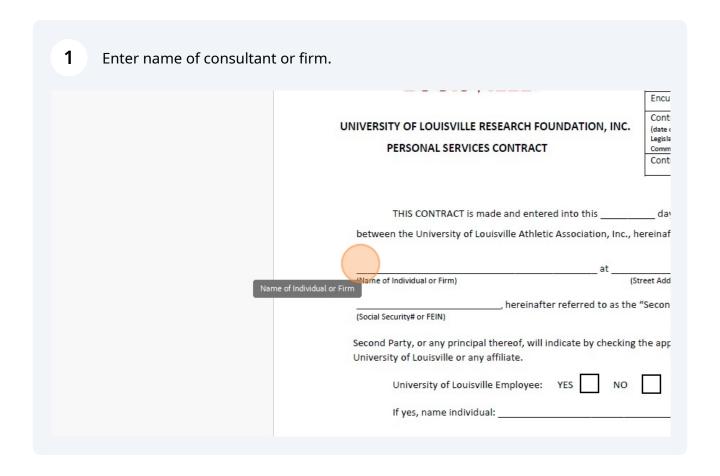
## How to complete a Research Foundation PSC Template



2 Enter address of consultant or firm. Encumbrance Amount Contract Effective Date UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC. (date of delivery to the Legislative Research PERSONAL SERVICES CONTRACT Commission) Contract Expiration Date THIS CONTRACT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_, by and between the University of Louisville Athletic Association, Inc., hereinafter referred to as the "First Party", and (Name of Individual or Firm) (City/State/Zip Code) \_\_, hereinafter referred to as the "Second Party". (Social Security# or FEIN) Second Party, or any principal thereof, will indicate by checking the appropriate box below if employed by the University of Louisville or any affiliate. University of Louisville Employee: YES If yes, name individual: Enter consultant social security number or Federal Employer ID Number. Legisla PERSONAL SERVICES CONTRACT Cont THIS CONTRACT is made and entered into this \_\_\_\_ between the University of Louisville Athletic Association, Inc., hereinal (Name of Individual or Firm) (Street Add , hereinafter referred to as the "Secon (Social Security# or FEIN) Second Party, or any principal thereof, will indicate by checking the app University of Louisville or any affiliate. University of Louisville Employee: YES

If yes, name individual: \_

conflicts of interest of public officers and employees.

If yes, Second Party agrees to accept the contract based on the law set

	THIS CONTRACT is made and entered into this day of, 20, by and
	between the University of Louisville Athletic Association, Inc., hereinafter referred to as the "First Party", and
	at
	(Name of Individual or Firm) at (Street Address) (City/State/Zip Code)
	, hereinafter referred to as the "Second Party".  (Social Security# or FEIN)
	Second Party, or any principal thereof, will indicate by checking the appropriate box below if employed by the University of Louisville or any affiliate.
	University of Louisville Employee: YES NO
	If yes, name individual:
	If yes, Second Party agrees to accept the contract based on the law set forth in <a href="KRS 45A.340">KRS 45A.340</a> as it related to conflicts of interest of public officers and employees.  WHEREAS, the First Party, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following described functions(s):
5 Ent	er brief description of services to be provided.
<b>5</b> Ent	er brief description of services to be provided.  University of Louisville or any affiliate.
<b>5</b> Ent	University of Louisville or any affiliate.
<b>5</b> Ent	University of Louisville or any affiliate.  University of Louisville Employee: YES NO
5 Ent	University of Louisville or any affiliate.
<b>5</b> Ent	University of Louisville or any affiliate.  University of Louisville Employee: YES NO

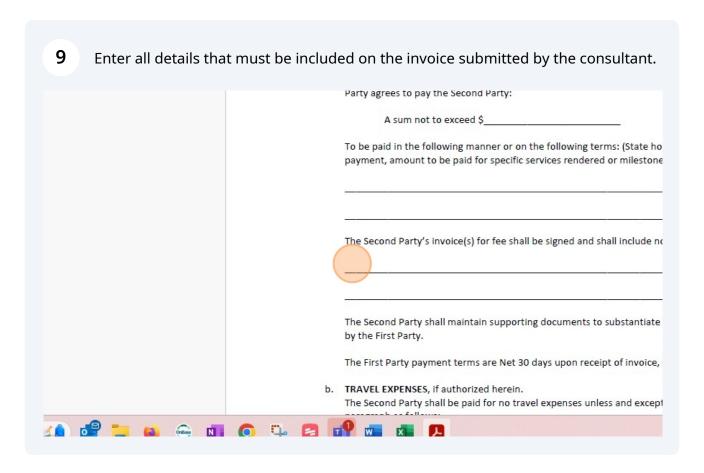
WHEREAS, the First Party has concluded that either state pers function, or it would not be feasible to utilize state personnel to perform

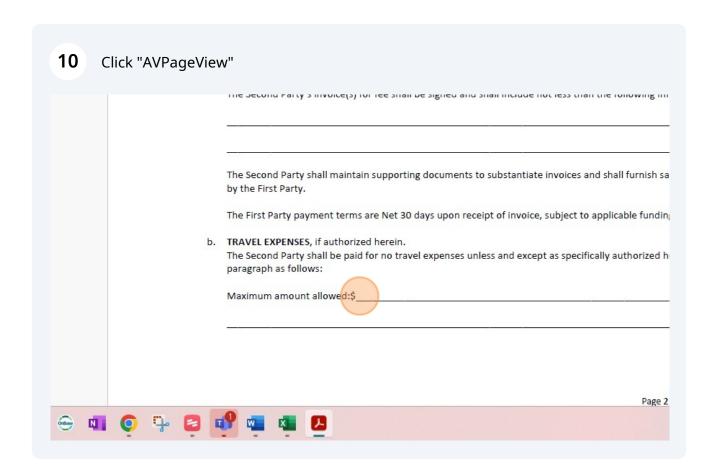
WHEREAS, the Second Party is available and would be qualifie

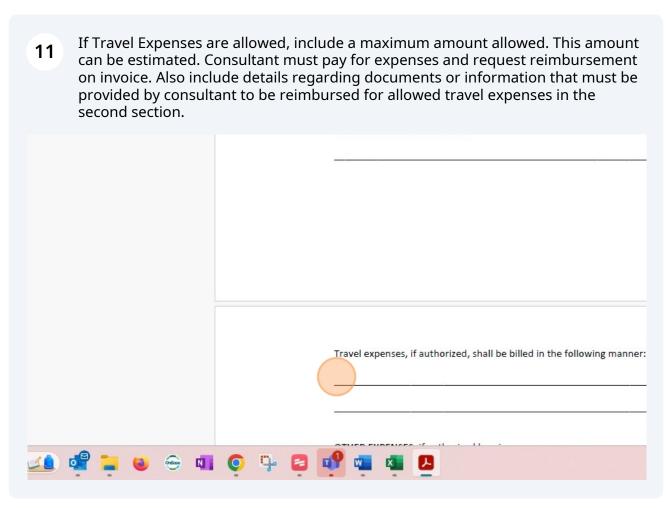
Enter detailed description of ALL services that are to be provided and any relevant information that consultant must provide. Use all space available and if more room is needed, include on a separate page.
hereinafter described with particularity as follows. Where applicable, t Louisville Office of Communications and Marketing (OCM) to ensure co identity standards and strategic planning/branding initiatives. When at Party's services will be in compliance with current Americans with Disa applicable current ADA Standards for Acceptable Design, WCAG 2.1, Se as-amended (29 U.S.C. 794), Section 255 of the Communications Act, a
Enter total Fee. This is the amount the consultant will charge for their convices

2.	CONSIDERATION:
	As fee for the services hereinbefore set forth, having been performed to the satisfaction of the First Party agrees to pay the Second Party:  A sum not to exceed \$
	To be paid in the following manner or on the following terms: (State hourly rate and hours worked, payment, amount to be paid for specific services rendered or milestones/phases completed).

8	number of hours w	ling how payments are to be billed. Must include hourly rates, orked, services rendered, milestone/phase completed, as properly evaluate invoice for approval.
		2. CONSIDERATION:  a. FEE:  As fee for the services hereinbefore set forth, having been performed Party agrees to pay the Second Party:  A sum not to exceed \$
<b>4</b>	🧃 📜 🄞 👄 👊	The Second Party's invoice/s) for fee shall be signed and shall include a







12		s are allowed, enter maximum amount here and type of ed. Other expenses may include administrative expenses, ice supplies, etc.
		Travel expenses, if authorized, shall be billed in the following manner:
	c.	OTHER EXPENSES, if authorized herein. The Second Party shall be reimbursed for no other expenses of any kind, unless and except as specifiauthorized as follows:  Maximum amount allowed: \$
		If the reimbursement of such expense is authorized, the reimbursement shall be only on an out-of-p Request for payment of the same shall be processed upon receipt of the Second Party of valid, itemi submitted periodically for payment at the time any fees are due. The Second Party shall maintain su documents that substantiate every claim for expenses and shall furnish same if requested by the First
	d.	MAXIMUM FOR FEE AND EXPENSES (a+b+c) The Second Party's fee, travel expense reimbursement (if any), and other expenses reimbursement (
<u> </u>	n A n. 🖪 🖥	

Enter total for Fees and Expenses. This amount will be the sum of the amounts in 13 sections A, B, and C. Maximum amount allowed: \$ If the reimbursement of such expense is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of the same shall be processed upon receipt of the Second Party of valid, itemized stateme submitted periodically for payment at the time any fees are due. The Second Party shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the First Party. d. MAXIMUM FOR FEE AND EXPENSES (a+b+c) The Second Party's fee, travel expense reimbursement (if any), and other expenses reimbursement (if any) relative to the services shall not exceed a total of \$\_ 3. <u>INVOICING</u> a. Invoicing for Fee: The Second Party's fee shall be by original invoice(s). The invoice(s) must conform to the metho prescribed under Section 2, Consideration, paragraph a, and in compliance with paragraph d below. b. Invoicing for Travel Expenses: The Second Party must follow instructions prescribed under Section 2, Consideration, paragraph b. Either original or certified copies of receipts must be submitted for airline tickets, lodging bills, restaurant charges, rental car charges, and any other miscellaneous travel expenses. c. Invoicing for Miscellaneous Expenses: The Second Party must follow instructions prescribed under Section 2, Consideration, paragraph c. Expenses submitted shall be either original or certified copies.

		Section 1001 and Interpretation official who is authorated to the First Party for additional information with that certification	rized to lega payment un on, as reque	lly bind the Second der this Agreement	Party, that any to comply with the
4.	a.	EFFECTIVE DATE: This Agreement is no	ot effective u	ED:	
		The period within the	e current fis	, to (Month & Day)	e services are to

15	marked Yes. ( funds to pay f	the question is required if either box in sections 11 and 12 are in remain blank if not using federal funds or sponsored projects r this project but must be answered if either box is checked 'YES' in 12 and Second Party must enter URL.
		and / or qualifying adult. A qualifying adult must be over 18 years of age, and, if a blood relative (comarriage) must be of the same or younger generation of the individual (as used in KRS 391.010), a individual's household and have done so for a period of at least 12 months, and, must be financial example, have joint checking account or joint mortgage) for 12 months or longer, and, must be un
		Does the Second Party maintain and enforce policy and procedures that comply with 42  YES NO  If yes, add URL:  If NO <sup>2</sup> , the Second Party agrees to abide by the current policy <sup>3</sup> of UofL including disclosu any necessary corrective actions for the duration of this Agreement. Disclosure and repointerest related to this Agreement must be submitted to the Conflict-of-Interest Officer writing, no later than thirty (30) calendar days after identification. Documentation, pursicent to:
	- 🍪 😔 🕦	<ul><li>→ □</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li><li>□</li></ul>

	Conflict of Interest Program LL05 Jouett Hall 2301 South Third Street University of Louisville Louisville, KY 40292
	10. COMPLIANCE AND CHOICE OF LAW  Second Party will comply with all applicable law, regulation, and University of Louisville Policy. All questions as to the execution, validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of th Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought based on this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.
	11. SUPPLIER CERTIFICATION  Are any federal funds being used for this project? YES NO  If YES, note that the Supplier Certification contains multiple provisions that are applicable when the funding source is federal.  Are funds from a sponsored project being used for this project? YES NO
0	12. OWNERSHIP OF INTELLECTUAL PROPERTY  Second Party agrees that any and all inventions, improvements, modifications, discoveries, information, data, and mate

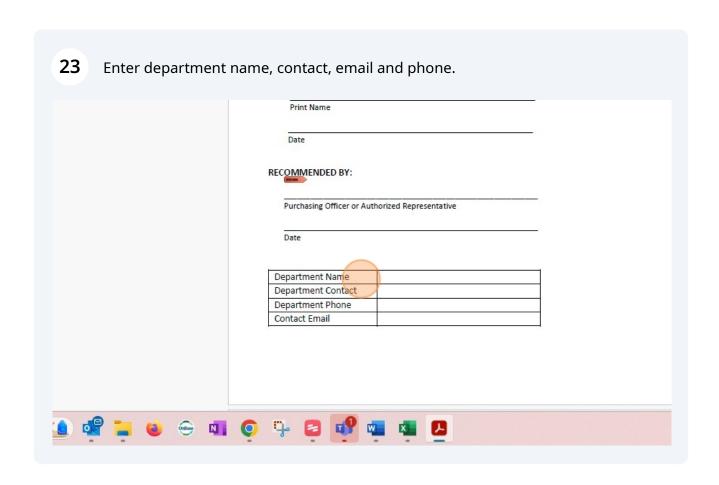
	peneto.
	Conflict of Interest Program
	2301 South Third Street University of Louisville
	Louisville, KY 40292
).	COMPLIANCE AND CHOICE OF LAW  Second Party will comply with all applicable law, regulation, and University of Louisville Policy. All questions as to the execution, validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought based on this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.
1.	SUPPLIER CERTIFICATION  Are any federal funds <sup>4</sup> being used for this project? YES NO
	If YES, note that the Supplier Certification contains multiple provisions that are applicable when the funding source is federal.
	Are funds from a sponsored project <sup>5</sup> being used for this project? YES NO
2.	OWNERSHIP OF INTELLECTUAL PROPERTY
	Second Party agrees that any and all inventions, improvements, modifications, discoveries, information, data, and materials

18	Check one box as appropriate. If 'YES' is selected, a Business Associate Agreement must be completed and the Second Party must initial this section.
	vi. Is required to be disclosed by operation of law, regulation, or an order of a court or other government authority of competent jurisdiction.  Receiving party shall notify disclosing party promptly of making a determination that any Confidentia falls within subcategory (i), (ii), (iii), (v), or (vi) above and will cooperate with the disclosing party's effective contest or limit the scope of any disclosure required by subsection (vi).  No license, express or implied, in Confidential Information provided by the disclosing party is granter receiving party other than to the extent authorized by this Agreement.  b. Protected Health Information: Protected health information for (PHI) is not intended to be shared under Agreement unless a Business Associate Agreement (BAA) is executed as part of this Agreement. Second Party agrees that it will not receive or share protected health information under this Agreement box below is checked, and the Second Party has executed a BAA acceptable to the First Party.  PHI may be share:  YES  NO  Check if applicable, and if so, Initial here:  (Second Party initial).
19	Check box if funds are from a grant or sponsored project. Enter the name of the award and the reference number.
	agreement with the Commonwealth and receives (accesses, collects, or maintains) personal infor Commonwealth pursuant to the contract or agreement."  19. PRIME AWARD: Check if applicable. The funding for the Services of this Agre subaward First Party has received from
	20. ENTIRE UNDERSTANDING: This Agreement represents the entire understanding and ag relating to the services and supersedes all prior negotiations and agreements relative the this Agreement shall in all cases be construed as a whole according to its fair meaning a University or Second Party. No provision of this Agreement may be amended or added signed by the parties hereto or their respective successors in interest.  21. ALITHORITY TO CONTRACT: Second Party and the principal signing on its helpfile.

Send completed document to Procurement Services for review PRIOR to obtaining any signatures. If signatures are obtained prior to Procurement Services review and edits are needed, new signatures will need to be requested.

21	Department Chair / Departme and dated or will be returned.	ent Head to sign here. Must be signed, name printed,
		RECOMMENDED BY:  *Signature confirms that funds are available to cover the cost of these services.  Chair / Dept. Head Signature  Print Name
		Date

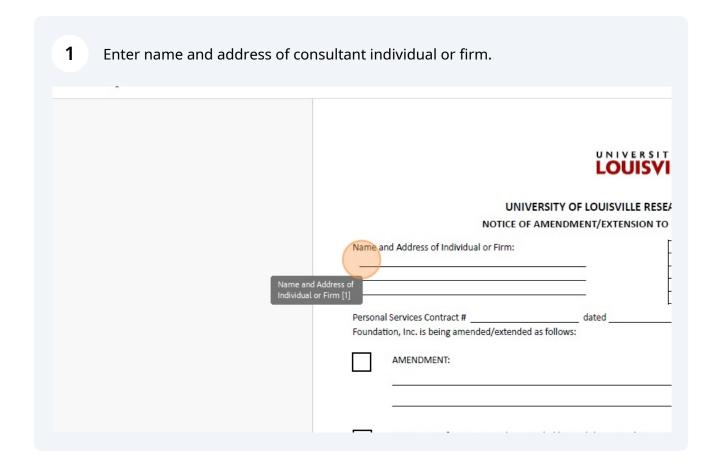
Second Party (consultant) to sign here. Must be signed, name printed, and dated 22 or will be returned. nature confirms that funds are available UNIVERSITY OF LOUISVILLE ver the cost of these services. FIRST PARTY: / Dept. Head Signature Chief Financial Officer or Designee Signature Name Print Name ipal Investigator Signature (Required for Sponsored Projects) SECOND PARTY: nature confirms that the services are appropriate and needed for sponsored project. lame Authorized Representative Signature Print Name EWED BY: Title



24

Return PSC document to Procurement Services after obtaining Second Party signature. Procurement Services will obtain remaining signatures and finalize PSC.

## How to Complete a Research Foundation Amendment/Extension Template Form



	current date	and departmental unit contact information.
	LOUI	RSITY OF ISVILLE.
		E RESEARCH FOUNDATION, INC.
dual or Firm:		Date Department Name Department Contact
	<u> </u>	Department Phone
	The state of the s	Contact Email
<u> </u>	dated	, between you and University of Louisville Research
ended/extended as f	ollows:	

LOUISVILLE.		
UNIVERSITY OF LO	UISVILLE RESEARCH FOUNDATION, I	
NOTICE OF AMENDMENT	EXTENSION TO PERSONAL SERVICES CO	
Name and Address of Individual or Firm:	Date	
Nume and Address of Marvagar of Tilling	Department Name	
	Department Contact	
	Department Phone	
	Contact Email	
Personal Services Contract # date Foundation, Inc. is being amended/extended as follows:  AMENDMENT:	d, between you and U	

4 Enter original date of PSC. Procurement Services can complete this if unknown. UNIVERSITY OF LOUISYILLE. UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC. NOTICE OF AMENDMENT/EXTENSION TO PERSONAL SERVICES CONTRACT Name and Address of Individual or Firm: Department Name Department Contact Department Phone Contact Email Personal Services Contract # \_\_\_ , between you and University of Louisville Research Foundation, Inc. is being amended/extended as follows: AMENDMENT: EXTENSION: If contract is to be extended beyond the original expiration date, please indicate new period below. NOTE: Contract can extended beyond the current biennium. FROM: TO: 5 If amending, check box and enter details for change requested on PSC. UNIVERSITY OF LOUISVILLE RESEARCH NOTICE OF AMENDMENT/EXTENSION TO PERSO Date Name and Address of Individual or Firm: Depart Depart Depart Personal Services Contract # \_\_\_ \_\_dated | Foundation, Inc. is being amended/extended as follows: AMENDMENT: EXTENSION: If contract is to be extended beyond the original expiration date extended beyond the current biennium. TO: All other terms and conditions of this contract except as modified herein re Please signify your acceptance of the above amendment/extension to the co RECOMMENDED BY:

<b>6</b> If extending, check box and	d enter date range of extension request.	
	Personal Services Contract # dated Foundation, Inc. is being amended/extended as follows:    AMENDMENT:	Depar Depar Conta
	EXTENSION: If contract is to be extended beyond the original extended beyond the current biennium.  FROM: TO:	nal expiration date
	All other terms and conditions of this contract except as r Please signify your acceptance of the above amendment/e	
	RECOMMENDED BY:  *Signature confirms that funds are available to cover the cost of these services.	UNIVE FIRST
	Chair / Dept. Head Signature Print Name	Chief Fi

7 If amending and extending, check both boxes and complete section as appropriate.

8	Obtain signature from depart completed or it will be returned	ment chair / head. All lines in this section must bed by Procurement Services.	oe
		EXTENSION: If contract is to be extended beyond the original extended beyond the current biennium.  FROM:	dified her

Obtain signature from consultant individual or firm. All lines in this section must 9 be completed or it will be returned by Procurement Services. Please signify your acceptance of the above amendment/extension to the contract by affixing your signature in the space provided below. RECOMMENDED BY: \*Signature confirms that funds are available UNIVERSITY OF LOUISVILLE to cover the cost of these services. FIRST PARTY: Chief Financial Officer or Designee Signature Chair / Dept. Head Signature Print Name Print Name Date Date SECOND PARTY: Principal Investigator Signature Print Name Authorized Representative Signature Date Print Name Executive Vice President for Research and Innovation or Designee Title Date REVIEWED AS TO FORM AND LEGALITY: RECOMMENDED BY: Director Procurement Services or Authorized Representative Signature Attorney University of Louisville Signature

Send signed document to Procurement Services to obtain remaining signatures and finalize document.