

Unit:

Subunit:

1. Identification of Parties. This Contract for professional services is between the Iowa Department of Cultural Affairs, 600 East Locust St, Des Moines, Iowa 50319 ("the Agency") and:

("the Contractor"). These parties agree as follows:

2. Duration. This contract shall be in effect commencing on  through  unless terminated earlier in accordance with the Termination section of this Contract.

3. Scope of Services. The Contractor agrees to perform services as an independent contractor. The Contractor's duties shall include the following and shall be performed in the periods specified:

4. Payment. The Contractor will be paid for the services described in the Scope of Services according to the following Terms:

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract. This Contract is for a taxable service. The State will issue a 1099MISC form to the Contractor for work performed under this and any other contract(s) if the sum of total payment(s) to the Contractor by the State meets or exceeds \$600 in this calendar year..

**Delay of Payment Due to Contractor's Failure.** If the Agency in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation until such service or product is performed or delivered. In this event, the Agency may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

**Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any lack the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

5. Termination. This contract may be terminated by either party for any reason with 15 days written prior notice. This contract may be terminated with no notice if funds appropriated for the project are suspended or otherwise not forthcoming. In the event of termination of this Contract for any reason by the Agency, the Agency shall pay only those amounts, if any, due and owing to the Contractor for services actually

rendered up to and including the date of termination of the Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. The Contractor, upon receipt of notice of termination or upon request of the Agency, shall: **A.** Cease work under this Contract and, if requested by the Agency, furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the Agency may require. **B.** Comply with the Agency's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract. **C.** Immediately return to the Agency any payments made by the Agency for services that were not rendered by the Contractor.

**6. Indemnification.** The Contractor agrees to hold the State harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the State may incur or sustain by reason of the failure of the Contractor to fully perform and comply with the terms and obligations of this agreement.

**7. Contract Administration. A.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. **B.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa. **C.** This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. **D.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract. **E.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Contract for a period of at least three[3] years (or five [5] years if federally funded) following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. **F.** The Contractor shall not be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor.

**8. Signatures.** The digital signatures below serve as legal signatures to this document.

<b>Contractor:</b>		<b>Date:</b>	
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<b>Agency:</b>		<b>Date:</b>	
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