

PROFESSIONAL SERVICES AGREEMENT

SECTION A. PARTIES; BACKGROUND, DEFINITIONS

1. This Professional Services Agreement (this "Agreement") is by and between CLEVELAND STATE UNIVERSITY, a State of Ohio institution of higher education located at 2121 Euclid Ave., Cleveland, OH 44115 ("University") and _____ with a primary place of business located at _____ ("Contractor").

2. Contractor Responsibilities; Fee Payment Contractor shall perform the Services described in the Scope of

damage of not less than \$1,000,000 per accident (\$5,000,000 for transportation suppliers for transporting 15 or less passengers), when applicable.

The comprehensive general liability and auto insurance policies shall include Cleveland State University as an Additional Insured party, but solely with respect to liability arising from the performance of this Agreement. A certificate evidencing such coverage shall be provided to the University contact for this Agreement, and copied to Cleveland State University, Risk Management and Insurance Administration Office, 2121 Euclid Avenue, AC 246, Cleveland, Ohio 44115 or emailed as a PDF copy to r.howerton@csuohio.edu.

If applicable and as required by the University, supplier shall maintain professional liability insurance for claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional or technical services associated with this Agreement, with limits of at least \$1,000,000 per claim.

All such insurance shall be written by a company or companies authorized to do business in the State of Ohio, with an A.M. Best rating of at least "A" or be otherwise approved in writing by the University. Shall be endorsed on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University. Certificate of insurance shall reflect continuing coverage of all applicable policies procured by Contractor, in compliance herewith, and shall be delivered by Contractor, and thereafter at least thirty (30) days prior to the expiration of any policies, as herein stated. All policies evidenced shall bear an endorsement stating that insurer agrees to notify the University not less than thirty (30) days in advance of any proposed modification or cancellation of any such policy.

EXHIBIT "A"
SCOPE OF WORK