



PET THERAPY PROGRAM AGREEMENT

This Agreement sets forth the terms between The Board of Regents of the University of Nebraska for and on behalf of the University of Nebraska at Kearney having an address at 3835 Holdrege Street, Lincoln, NE 68583 (the "University") and the Service Provider with regard to the performance of the services contemplated herein. Any notice to either party shall be in writing and shall be served in person, by electronic mail, or by certified mail, addressed to the individuals listed below.

AGREEMENT REFERENCE NUMBER: _____ **VENDOR NUMBER:** _____

CONTRACT TOTAL DOLLAR AMOUNT	TERM START DATE	TERM END DATE
\$0.00		

SERVICE PROVIDER:

SERVICE PROVIDER INFORMATION	SERVICE PROVIDER'S AGENT INFORMATION (if applicable)
Contact:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Phone:	Phone:
Email:	Email:

UNIVERSITY DEPARTMENT: Office of Equity and Compliance

UNIVERSITY DEPARTMENT INFORMATION	UNIVERSITY BUSINESS OFFICE INFORMATION
Contact: Lisa Mendoza	Contact: Michael Christen
Address: 2504 9 th Avenue, Warner Hall Rm 2113	Address: 2504 9 th Avenue
City, State, Zip: Kearney, Nebraska, 68849	City, State, Zip: Kearney, Nebraska 68849
Phone: 308-865-8404	Phone: (308) 865-8448
Email: mendozalm2@unk.edu	Email: contracts@unk.edu

UNIVERSITY DEPARTMENT HEAD APPROVAL (If applicable)

Printed Name	Signature
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SOURCES OF UNIVERSITY FUNDING

COST OBJECT NAME	COST OBJECT NUMBER	COMMITTED BUDGET	RESPONSIBLE INDIVIDUAL	APPROVAL SIGNATURE
N/A	N/A	N/A	N/A	N/A

ACCEPTED BY:

FULL LEGAL NAME OF THE SERVICE PROVIDER	THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (THE UNIVERSITY)
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

The above signed represents that they are a representative authorized to sign on behalf of the Service Provider and to enter into this Agreement. Upon completion of this Agreement, there may be additional documentation, including tax forms, which will need to be completed to ensure proper and timely payment to the Service Provider for services stated here within.

I affirm that I am authorized to sign on behalf of "The University" pursuant to the bylaws of the Board of Regents of the University of Nebraska, Executive Memorandum No. 14 and other respective campus policies. Any person signing a University contract without proper authorization may be subject to disciplinary action, including dismissal.

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1. **Description of Pet Therapy Services.** The Service Provider agrees to provide pet therapy services ("Services") through the utilization of its volunteers and members (collectively known as "Members") upon the request of recognized University organizations, departments, and colleges at an event(s) ("Event") agreed upon between the University and the Service Provider. The Service Provider and its Members will provide such professional services with the standard of professional care and skill customarily provided in the performance of such services. The Service Provider agrees to perform the Services to the satisfaction of the University during the time of the Event.
2. **Payment.** The University will not be responsible for any fees or cost associated with an Event provided by the Service Provider or its Members unless otherwise agreed upon in writing by a separate agreement between the Service Provider and the University prior to Event. If any fee or other expense payment is agreed upon, this payment will be made within 30 days of the completion of the Event and subject to all University, state, and federal laws and policies.
3. **Term.** The term of the this Agreement is for one (1) year with the ability to renew the Agreement for additional one (1) year terms upon written mutual agreement by the Service Provider and the University at least thirty (30) days prior to the end of the then-current term.
4. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by the University or non-written information and data disclosed by the University that is identified at the time of disclosure to the Service Provider as confidential and is reduced to writing and transmitted to the Service Provider within thirty (30) days of such non-written disclosure. The Service Provider agrees to protect and maintain the Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by the Service Provider, or that is hereafter supplied to the Service Provider by a third party without restriction.
5. **Termination.** The University may terminate this Agreement for its convenience upon thirty (30) days prior written notice to the other party. If, due to illness, accident, or other causes legally known as Acts of God, the Service Provider is forced to cancel this Agreement, neither party, nor any representative shall be liable for any payment, except for return by the Service Provider of any prepayment made by the University to the Service Provider or to the Agent for which no actual services were performed or documented expenses incurred by the Service Provider related to the Agreement.
6. **Representations and Warranties.** The Service Provider represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. The Service Provider agrees to hold University and its respective assigns and licensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that University and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of the Services.
7. **Independent Contractor.** The Service Provider, including its Members, is an independent contractor and is solely responsible for maintenance and payment of insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The Service Provider is not the University's agent or representative and has no authority to bind or commit the University to any agreements or other obligations.
8. **Liability.** Service Provider agrees to indemnify and hold the University, its regents, officers, employees, agents and students, harmless from any loss, claim, damage or liability of any kind arising out of or in connection with the performance of the Services by Service Provider and its Members.
9. **Insurance.** The Service Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska as an additional insured, to cover such liability caused by, or arising out of, activities of the Service Provider and its Members, agents and/or employees while engaged in or preparing for the provision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured upon execution of this Agreement.
10. **Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.
11. **Amendment.** This Agreement constitutes the entire understanding between the Service Provider and the University with respect to the subject matter hereof and may not be amended except by an agreement signed by the Service Provider and an authorized representative of the University.
12. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of laws provisions. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.
13. **Conflict of Interest.** No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104.

Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Service Provider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this

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Agreement void and of no further force or effect and the University shall have no further obligations hereunder.

14. **Personal Use Prohibited.** University funds shall not be expended for articles or services, which are for the personal use of staff or faculty members.
15. **Work Status Verification.** The Service Provider and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.
16. **Debarment List.** No contract shall be awarded to any Contractor/Bidder listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, Contractor/Bidder specifically warrants and represents that it is not included on the Debarment List. Contractor/Bidder further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Contractor.
17. **Nebraska Legislative Bill (LB) 429.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of Service Provider to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.
18. **Equal Opportunity.** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
19. **Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
20. **Logos or University Marks.** The Service Provider shall not use or display any University campus name, logo, trademark, servicemark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University. Any use of a University Mark by the Service Provider shall be subject to the applicable provisions contained in the University's Board of Regents Policies and the standards established by the University's Identity Standards. Any unauthorized use of University Marks is expressly prohibited.
21. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Service Provider. The University may participate directly or through an appointed representative, e.g. external auditor, in order to verify that the Services related to this Agreement have been performed in accordance to the procedures indicated.
22. **Compliance.** Service Provider will comply with all applicable laws, rules, regulations, ordinances and University policies in providing the Services including but not limited to the Pet Therapy Program Policy (Exhibit A).
23. **Members.** All Members will be subject to all applicable terms and conditions within this Agreement including the Pet Therapy Program Policy (Exhibit A).
24. **Vaccinations.** All Members will be required to complete the Certificate of Vaccination form(s) (Attachment A) for each animal prior to each Event. The required vaccinations may be adjusted based on the state and local government requirements for each specific type of animal.

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EXHIBIT A – Pet Therapy Program Policy

[INSERT POLICY ONCE COMPLETED]

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ATTACHMENT A – Certificate of Vaccination

[INSERT COVs]