

AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") is made and entered into the 16th day of March, 2009 by Warren County School District, hereinafter called "Client", whose main office is located in Warren, PA and Indiana University of Pennsylvania Research Institute (IUP-RI), hereinafter called "IUP-RI" or the "Research Institute," located in 1179 Grant St., Suite One, Indiana, Pennsylvania 15701. Project activities will be conducted by the Center for Gifted Rural Education in the College of Education and Education Technology at IUP and is subject to fund availability under Damiani 0809-105.

WHEREAS, the Client requires services to facilitate a presentation to parent group on Social-Emotional Characteristics of Gifted Learners: Relationship to Best Practices.

WHEREAS, IUP-RI has the expertise and resources to address this need,

NOW, THEREFORE, intending to be legally bound, the parties to this Agreement agree as follows:

1. **Type of Contract:**

- A. Fixed Price: All services indicated in this contract will be provided by IUP-RI and paid for by the Client in the amount of \$300 plus mileage at anticipated \$144.30 for a total \$444.30.

2. **Contacts:**

A. **Client Contact for Project:**

Diane Martin
Warren County School District, Central Office
185 Hospital Drive
Warren, PA 16365

B. **IUP Project Manager:**

Tracy Eisenhower
Director, Pre-Award and
Interim Human Resources Manager
1179 Grant St., Suite One
Indiana University of PA
Indiana, PA 15701
724-357-1915
tracye@iup.edu

3. **Purpose of Project:**
Presentation to Parent Group: "Dine & Discuss"
4. **Scope of Work:**
Presentation with questions to follow Social-Emotional Characteristics of Gifted Learners:
Relationship to Best Practices
5. **Primary Personnel Involved in Project:**
Involved in Project: Victoria B. Damiani, Ed.D., NCSP, Director IUP Center for Gifted Education;
6. **Estimated IUP-RI Resources to be Used:**
Professional time & expertise – Center for Rural Gifted Education
7. **Estimated Client Resources to be Used:**
Copying of handouts; Hotel expenses for overnight stay; Set up and prepare for PowerPoint presentation (including computer & projector)
8. **Beginning Date:**
April 28, 2009
9. **Proposed Completion Date:**
April 28, 2009
10. **Termination Conditions:**
A. Notification of Termination by Client:
The Client has the right to terminate this Agreement for any reason. Official notification of termination must be in writing and provided to IUP-RI thirty (30) days prior to termination date. The Client will be billed for all work performed and costs incurred by IUP-RI up to and including the day of termination.

B. Notification of Termination by IUP-RI:
IUP-RI has the right to terminate this Agreement for any reason. Official notification of termination must be in writing and provided to Client thirty (30) days prior to termination date.
11. **Project Deliverables to be Produced by IUP-RI:**
Powerpoint presentation and reading lists to be copied by district
12. **Billing for Services:**
Total cost to the Client of the project is \$444.30. The Client agrees to make one full payment of \$444.30 upon completion of services and receipt of invoice.

13. **Changes to Agreement:**

This Agreement and the attachments constitute the entire agreement between the parties. Changes to this Agreement may only be made upon mutual agreement of both parties through a written amendment to this Agreement signed by authorized agents.

14. **Legal Notices:**

All notices, requests, demands, directions and other communications given to or made upon any party hereto shall be in writing and delivered or sent, postage prepaid, to the applicable party as follows:

To IUP-RI: Mr. Mark Berezansky
Chief Operating Officer
1179 Grant St., Suite One
Indiana University of Pennsylvania
Indiana, PA 15705

To Client: Diane Martin
Warren County School District, Central Office
185 Hospital Drive
Warren, PA 16365

or to such other party and address as may be designated in writing.

15. **Attachments:**

The Client agrees to fully meet and comply with the provisions attached and incorporated herein as: the Terms and Conditions Clause, Rider A.

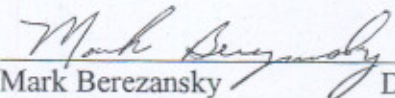
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

For the Client

For IUP-RI

Signature

Date

 3/31/09

Mark Berezansky Date
Chief Operating Officer

Printed Name of Authorizing Official

Client's Federal Employer I.D. No. _____

RIDER A

TERMS AND CONDITIONS

1. The Client agrees to comply with all applicable laws and regulations of the Commonwealth in carrying out this Agreement.
2. The Client, its agents and employees, shall act in an independent capacity and shall not act or be deemed to act as officers, employees, or agents of the IUP-RI. Neither of the parties shall be deemed to be or construed as partners or joint venturers with the other.
3. Regardless of provisions to the contrary found elsewhere in the provisions of this Agreement, the laws of the Commonwealth of Pennsylvania shall govern and be used in the interpretation of this Agreement and shall prevail over the laws of any other state. The forum for the resolution of claims related to this agreement shall be the Court in the Commonwealth of Pennsylvania with jurisdiction over the particular subject matter.
4. In the event of conflict between the provisions of this form and any attachment hereto, the provisions of this form shall prevail.
5. The Client's obligation to pay is not assignable without prior written consent of IUP-RI, nor can the Client assign IUP-RI's duties to anyone else without IUP-RI's written permission.
6. IUP-RI's obligations are contingent upon the availability of the individuals to perform the services as specified in this Agreement.
7. Neither of the parties hereto shall assume any liabilities to each other. As to liability for damages, injuries or death to persons, or damages to property, the parties do not waive any defenses as a result of entering into this Agreement