

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), effective July 1, 2010, is made by and between the University of Midwest ("University"), and the University of Kansas ("KU").

WHEREAS, University has need for the services of John Smith, Professor at The University of Kansas, School of Study ("Professor Smith"), at the University of Midwest, School of Study, and KU is willing and able to provide the services of Professor Smith;

WHEREAS, the parties wish to reduce the terms of their agreement to writing; and

NOW THEREFORE, for and in consideration of the mutual promises to each other, as set forth herein, the parties do mutually agree as follows:

1. For the period August 21, 2010 through December 31, 2010 ("Fall Semester 2010"), KU will provide to University the services of Professor Smith. Professor Smith will teach courses as assigned and agreed in advance in University of Iowa's School of Study as a visiting faculty member. University is responsible for the scope and nature of Professor Smith's duties during Fall Semester 2010 and for the overall direction and supervision of his services provided under this Agreement. As such, University agrees to provide, at its own cost and expense, reasonable working space and materials which may be necessary in connection with Professor Smith's performance of services under this Agreement.
2. In consideration for the services of Professor Smith, University will pay to KU the amount of Ninety-seven Thousand Five Hundred Dollars (\$97,500.00) (the "Fee for Services"). This amount includes \$86,032 salary and \$10,468 fringe for Professor Smith and an additional \$1,000 for Professional Development funding support. Payment will be made in one installment and will be made by December 1, 2010. Payment will be sent to: University of Kansas, School of Study, 1450 Jayhawk Boulevard, Lawrence, KS 66045, Attn: Associate Dean/Director.
3. During the term of this Agreement, Professor Smith will remain at all times an employee of KU and KU shall remain responsible for all decisions relating to the employment of Professor Smith, including without limitation decisions relating to compensation, discipline, promotion, or termination. KU will be solely responsible for continuing Professor

Smith's salary and fringe benefits, and will be solely responsible for all matters related to the reporting and payment of federal, state, and local payroll taxes and other applicable employee withholdings or deductions from the Salary required by law or agreement, social security, workers' compensation insurance, unemployment insurance, salary, and fringe benefits relating to Professor Smith during the term of this Agreement.

4. It is further understood that neither University nor KU is, nor shall be considered to be, an agent, partner, joint venturer, or employee of the other.
5. Consistent with states of the state of Midwest, the University of Midwest agrees to be responsible for any and all claims and damages that directly result from the negligent acts or omissions of the University, its employees, agents to the extent permitted by state statutory law. This provision shall survive the termination of this Agreement.
6. This Agreement may be terminated at any time by either party upon 60 days' written notice to the other. Any such termination will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. In the event of termination by either party, University is obligated to pay any outstanding installment that may be due before or on the date of termination.
7. This Agreement will be governed by and interpreted under the laws of the state of Kansas. Any dispute under this Agreement will be brought in the state or federal district courts of the state of Kansas.
8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other agreements between the parties, both oral and written. Any amendment to this Agreement must be in writing and signed by the parties. Neither party may assign its interests under this Agreement without the written consent of the other party.

(Signatures on Following Page)

University of Kansas

University of Midwest

By: \_\_\_\_\_

By: \_\_\_\_\_

Provost & Executive Vice Chancellor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged by:

University of Kansas

\_\_\_\_\_

\_\_\_\_\_

John Smith  
Professor

Dean, School of Study

Date: \_\_\_\_\_

