AGREEMENT FOR INFORMATION TECHNOLOGY GOODS & SERVICES

This Agreement is made this ___ day of_____ 20___, by and between Long Island University ("University"), an educational institution incorporated and doing business under the laws of the State of New York with its principal place of business located at 700 Northern Blvd. Brookville, New York 11548, and _____ ("Contractor"), a corporation incorporated under the laws of the State of _____ with offices located at _____ _____.

WHEREAS, the University desires to retain the services of Contractor in connection with Contractor's expertise and experience in information technology operations that may include but not be limited to product installation, maintenance services, web design or development, programming, software and hardware analysis or deployment, data entry, project management, documentation or related services, and Contractor wishes to provide such services to University;

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, University and Contractor agree as follows:

1. Services

a) Contractor agrees to supply to the University's satisfaction the equipment, products and technical services set forth in the attached "Specification of Services" ("Services") with the standard of care and skill customarily provided in the industry for performance of such services, and to devote such amount of its business during the Term as is necessary to fulfill all of its duties and obligations hereunder.

b) Contractor agrees that should University determine, in its sole discretion, that any of Contractor's agents or employees has been unable to discharge duties for any cause for a period exceeding one week, or has failed or refused to perform Services under this Agreement in a manner satisfactory to University, then University shall notify Contractor in writing of such opinion. Contractor shall immediately substitute the agent or employee with a replacement acceptable to University.

2. Payment for Services

a) In full consideration for the Services, University shall pay Contractor a fee of $ _____ per annum payable in equal monthly installments in accordance with the rates and guidelines set forth in the attached "Specification of Compensation."

b) Contractor shall issue a monthly invoice to the University detailing all work performed during the previous month. University shall pay these monthly invoices within 30 days of receipt.

c) On notice to Contractor, University may withhold payments for unsatisfactory performance results and/or question any item reflected on Contractor's invoice. Pending settlement or resolution of the issue, University's nonpayment shall not constitute a default of this Agreement. University shall pay all invoiced amounts not in dispute.

d) University must consent in writing prior to Contractor's working in excess of the maximum work values set forth in the attached Specifications.

3. Term

Unless terminated sooner as provided below, this Agreement shall commence on _____ and terminate on _____, or on completion of the Services, whichever shall occur first in time.

4. Contractor's Capacity and Responsibilities

a) It is expressly understood that Contractor shall perform the Services as an independent contractor and is not an agent, associate, partner, joint venturer or employee of the University. Contractor agrees that the manner in which it performs its obligations under this Agreement is solely within its direction and control subject to the terms and conditions of the attached Specifications, and that it is not entitled to tax withholding, Worker's Compensation, unemployment compensation or any employee benefits, statutory or otherwise.

b) Contractor understands and agrees that its employees, agents and representatives will not be treated as employees of the University for any purpose, and are not entitled to receive pension or other retirement benefits, medical, dental, severance, leaves of absence, sick leave, death, disability, vacations, tuition assistance or any other University benefit.

c) Contractor agrees that while providing Services to University, Contractor shall not act in a manner inconsistent with University's interests or benefit. Contractor further agrees that during the Service Term and for a period of twelve (12) months thereafter, Contractor will not attempt, and will not aid any third party's attempts, to hire or contract any person employed by University while Contractor was providing Services.

d) Contractor shall not have the authority to enter into any contract or agreement to bind University and shall not represent to third parties that Contractor has such authority.

e) Contractor represents and warrants that it has / its personnel have or will obtain and maintain all necessary licenses, permissions, certifications, authorizations, registrations and approvals required for the provision of Services under this Agreement; that all Services included in the Specifications shall be supplied or performed in a professional manner by qualified personnel in accordance with recognized industry standards, and that all projects will be timely completed, even if doing so requires Contractor to work evenings and weekends.

f) Contractor further warrants and represents that its equipment and software shall remain functional for the greater of any manufacturer's product warranty term or as set forth in Paragraph 8 below and that the equipment and software is free of material defects and will not harm University property in any way.

5. Confidentiality of Information

a) Contractor acknowledges and agrees to make best efforts to maintain in a secure fashion the confidentiality of any tangible or intangible information revealed, obtained or developed during the course of or in connection with the performance of the Services, including without limitation any information (in whatever media) contained in any staff or student health, personnel or education record, or about the operations, programs, finances, marketing, pricing, administration, methods, plans, research, future intentions or policies of University, or any other information or data about which Contractor becomes aware which is or may be a trade secret or of a confidential and proprietary nature ("Confidential Information").

b) Contractor acknowledges and agrees that it shall treat all Confidential Information with the strictest confidence and secrecy and shall not disclose any Confidential Information to any third party, or use Confidential Information for Contractor's own purposes or other than for the benefit of University in performing the Services under this Agreement, during the term of this Agreement and at all times, without the prior written consent of University. Contractor also agrees that any dissemination of Confidential Information within its own business operation shall be restricted to "a need to know basis" for the purpose of performing the Services hereunder.

c) This Paragraph shall survive expiration or termination of this Agreement. All notes, memoranda, records and writings consisting of any Confidential Information or made by Contractor relative to the business of University shall be and remain the property of University, and shall be destroyed or handed over to University on demand and in any event on the termination of this Agreement.

6. Property Rights

a) Contractor agrees that all work product, tangible or intangible, including any image, computer program, algorithm, report, document, data, copyrightable work, invention, improvement, discovery, design or other intellectual property right conceived, created or developed by Contractor, solely or with others, related to the performance of Services under this Agreement, and all copies of any of the foregoing ("Deliverables"), are the sole, exclusive and absolute property of University and shall be disclosed thereto, it being intended that such Deliverables shall be deemed "works made for hire". Contractor agrees to assign all rights therein to University, without need for additional writing or compensation with respect to the same. Contractor further agrees to provide University with any assistance that University may require to obtain patent or copyright registrations or other statutory protection in the Deliverables, including the execution of any consents, licenses or other documents requested by University to perfect any such assignment. These obligations shall survive expiration or termination of this Agreement.

b) To the extent that any Deliverable is not deemed „works made for hire", Contractor hereby irrevocably grants, assigns, transfers and sets over unto University all worldwide right, title and interest of any kind, nature or description in and to the Deliverable and all intellectual property rights therein, including copyrights.

c) Contractor shall not use University's name, logos, trade dress or other intellectual property material in connection with any representation, solicitation, sales or marketing promotion, without the University's prior written consent.

d) This Paragraph shall survive expiration or termination of this Agreement.

7. Product Delivery

a) All Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered, and Contractor represents and warrants that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

b) Delivery must be made to the address specified in Paragraph 18 below and in accordance with the terms of any attached specification sheets. Risk of loss shall not pass from the Contractor to University until the products have been received, inspected and accepted by University. Acceptance shall occur within the period specified in this Agreement, or, if none is so specified, within a reasonable time. Mere acknowledgment by University personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the products received. Any delivery of product that is substandard or does not comply with Agreement terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the University. Either option shall be exercised in writing by the University.

c) If product is rejected by the University, it must be removed by Contractor from the premises of University within ten calendar days after notification of rejection. Risk of loss of rejected or non-conforming product shall remain with Contractor. Rejected items not removed by Contractor within ten calendar days after notification shall be regarded as abandoned by the Contractor, and University shall have the right to dispose of product as its own property. Contractor shall promptly reimburse University for all costs and expenses incurred in the storage, removal or disposition of such product after the ten-calendar day period

d) In the event a specified manufacturer's product listed in the Agreement becomes unavailable or cannot be supplied by the Contractor for any reason, a product deemed in writing by the University to be equal to or better than the specified product must be substituted by the Contractor at no additional cost or expense to the University. Unless otherwise specified, any substitution of product prior to the University's written approval may be cause for cancellation of the Agreement.

e) Where Contractor is required to repair, replace or substitute product or parts or components of the product under the Agreement, the repaired, replaced or substituted products shall be subject to all terms and conditions for new

parts and components set forth in the Agreement, including warranties, as set forth in Paragraph 8 Warranties below. Replaced or repaired product, or parts and components of such product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new product standards may be permitted by the University. Before installation, all proposed equivalents for the original manufacturer's installed parts or components must be approved by the University. The part or component shall be equal to or of better quality than the original part or component being replaced.

8. <u>Warranties</u>

a) Where Contractor, product manufacturer or service provider generally offers standard commercial, additional or more advantageous warranties than those set forth below, Contractor shall offer or pass through all such warranties to University at no additional charge.

b) Contractor warrants and represents that (i) products delivered pursuant to this Agreement conform to the manufacturer's specifications, performance standards and documentation, (ii) it has provided University with a complete, correct and accurate set of the product documentation and (iii) the documentation fully describes the proper procedure for using the products.

c) Contractor warrants, represents and conveys full ownership and clear title free of all liens to any products provided to University under this Agreement. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies University for any losses, damages or actions arising from a breach of this warranty, without limitation.

d) Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, shall be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("product warranty period"). During the product warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the University. Contractor shall extend the product warranty period for individual component(s), or for the system as a whole, as applicable, by the cumulative period(s) of time during which an individual component or the system requires servicing or replacement (down time) or is in the possession of Contractor, its agents, officers, subcontractors, distributors or employees ("extended warranty").

e) Any part or component replaced by Contractor under the product warranty period shall be replaced at no cost to University and guaranteed for the greater of (i) the warranty period under subparagraph (d) above, or (ii) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

f) This paragraph shall survive expiration or termination of this Agreement.

9. <u>Installation</u>

Where installation is required, unless otherwise specified in the Agreement or attachments, Contractor shall be responsible for placing and installing the product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the product and environs or render either structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the product in the proper location. Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by Contractor, its subcontractors, employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, Contractor shall thereafter promptly restore the structure or site. Work shall be performed to cause the least inconvenience to University and with proper consideration for the rights of its students and staff. Contractor shall perform its work promptly and shall coordinate its activities with those of other contractors. Contractor shall clean up and remove all debris and rubbish from its work as directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, with everything in satisfactory repair and order.

10. On Site Storage

With University's written approval, materials, equipment or supplies may be stored on site at Contractor's sole risk.

11. Product Acceptance

a) University shall have thirty (30) days from the date of delivery to accept hardware products and sixty (60) days from the date of delivery to accept all other products. Where the Contractor is responsible for installation, delivery shall be from completion of installation. Failure to provide notice of acceptance or rejection or a deficiency statement to Contractor by the end of the period provided for under this provision constitutes acceptance by the University as of the expiration of that period.

b) University shall have the option to run functionality testing on product installation prior to acceptance, such test runs and periods to be specified by the University as set forth in the attached Specifications. University shall notify Contractor of acceptance on successful completion of the installation test. If the installation tests cannot be completed successfully within the specified acceptance period, and Contractor or product is responsible for the delay, the University shall have the option to cancel the order in whole or in part, returning all defective product to Contractor, or to extend the testing period for an additional sixty (60) day increment. Costs and liabilities associated with product failure to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor. Such cancellation shall not give rise to any cause of action against the University for damages, loss of profits, expenses, or other remuneration of any kind and Contractor shall refund to the University all monies paid to date.

12. Assignment

Contractor may not assign, transfer, subcontract, delegate or otherwise dispose of its interest or delegate any part of its duties hereunder without the prior written consent of University. No such assignment shall relieve Contractor from liability with respect to any of its obligations or liabilities hereunder. This Agreement shall be binding on any assigns.

13. Compliance with Laws

Contractor agrees to comply at its expense with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of its obligations under this Agreement, including but not limited to the procurement of licenses, permits and certificates where required.

Contractor warrants to University that it has full legal right to enter this Agreement and that neither the Services to be performed nor any work product (Deliverable) to be provided will violate any agreement or infringe the rights of any third party, including any contract right, patent, copyright, trade secret or other property right.

14. Insurance

Consultant will secure, purchase and maintain, at its own expense, the following insurance policies in full force and effect during all periods of Service covered by this Agreement:

Statutory workers compensation covering all states in which the Service will be performed, disability benefits and employer's liability coverage in amounts not less than $500,000 per accident or disease.

Commercial General Liability Insurance with limits of $1,000,000 per occurrence, bodily injury and property damage combined; $1,000,000 per occurrence for personal and advertising injury; $2,000,000 products/completed operations aggregate; and $2,000,000 per location aggregate. This policy shall be written on an "occurrence" basis, shall apply on a primary basis irrespective of any other insurance, whether collectible or not, and the deductible shall not exceed $2,000 per occurrence.

Comprehensive automobile liability insurance containing a $1,000,000 combined single limit for bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to all work covered by the Agreement documents.

Each insurance policy described above shall be endorsed to name Long Island University as an "Additional Insured" for all activities covered by this Agreement. The definition of Additional Insured shall include all of University's trustees, officers, employees, agents and representatives. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

All policies shall be written with insurance companies licensed to do business in the State of New York and rated not lower than A-IX by A.M. Best. University shall receive thirty (30) days prior written notice in the event of cancellation, non- renewal or material modification.

Contractor will, at least ten (10) days before the initial period of Services undertaken pursuant to this Agreement, and prior to any expiration or anniversary of the respective policy terms, deposit with the Insurance Coordinator of Long Island University, University Center, 700 Northern Blvd., Brookville, NY 11548-1326, certificates of insurance evidencing compliance with all insurance provisions noted above. Contractor accepts that failure to provide adequate or proper certification of insurance, specifically including Long Island University as "Additional Insured", shall immediately be deemed a breach of contract.

It is further agreed that Contractor will require all subcontractors and others acting under its direction or control in performing the Services to: (a) execute an insurance and indemnification agreement in favor of University with the Indemnifying Parties agreeing to the same terms and conditions as is contained herein, (b) maintain the same insurance coverage set forth herein, and (c) provide certificates of insurance evidencing the required coverage and naming University as "Additional Insured."

15. Indemnification

Contractor shall, at its own expense, defend, indemnify and hold harmless the University, its trustees, officers, employees, representatives and agents, from and against any loss, liability, damages, costs or expenses (including attorney's fees) of any nature whatsoever arising from any claim or action, including any claim or action against University for infringement of any patent, copyright, trade secret or other intellectual property, related to Contractor's provision of the Services contemplated by this Agreement or breach of any obligation, representation or warranty set forth herein. Contractor shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement. University may participate in any such defense or negotiations to protect its interest.

16. Breach of Agreement; Termination

a) Any of the following events shall be deemed an event of default:

(i) Contractor does not fulfill its obligations in accordance with the dates, terms and conditions established in the Specification of Services and any attachments;
(ii) The Deliverables, when installed/received, do not meet the specifications set forth herein;
(iii) The Contractor is in default of any covenant, representation, warranty and/or agreement set forth herein;
(iv) Any proceeding in receivership, liquidation or insolvency is commenced against Contractor or its property, and is not dismissed within 30 days, or
(v) Contractor violates the provisions of Paragraphs 5 or 14 of this Agreement.

In any such event, University may terminate this Agreement on written notice to Contractor, specifying the default.

b) In any case where Contractor has failed to perform or has delivered non-conforming goods or services, University may deliver a "Notice to Cure" to Contractor, detailing the instances of noncompliance. Contractor shall have ten (10) days to reply and recommend remedial action. If Contractor and University agree, Contractor shall have thirty (30) days after receipt of the Notice to cure the noncompliance. If a solution cannot be reached within ten (10) days after Contractor's receipt of the Notice, University may terminate this Agreement.

c) The University may terminate this Agreement, in whole or in part, at its convenience, on no less than five (5) days' written notice to Contractor. If the Agreement is terminated early, Contractor shall receive a pro-rated fee based on work completed as of the termination date.

d) On any termination of this Agreement, Contractor shall stop work, terminate all subcontracts and deliver to University all Confidential Information, University property, works for hire and such work in process as the University may request. University shall have no liability to Contractor beyond payment for Services rendered to and accepted by University prior to the effective date of the termination. Contractor may recover actual cancellation costs incurred before the effective date of termination if Contractor submits a claim for such costs, supported by third party invoices, to University within thirty (30) days of receipt of the termination notice. Contractor shall make available to University for inspection all inventory, books and records related to the reimbursement claim. The remedies provided herein with respect to any termination are exclusive and in lieu of any other remedies available at law or equity.

e) Any cancellation or termination by University, whether for default or otherwise, shall be without prejudice to any claims or damages or other rights of University against Contractor. If any fees or expenses have been prepaid by University, Contractor shall refund a pro rata portion of such fees or expenses.

17. <u>Coordination</u>

Contractor shall cooperate with such consultants, contractors, persons or entities as University may designate from time to time in connection with the Services to be performed hereunder. Contractor agrees to meet with such consultants, other persons or entities at such times as University may require in order to maintain a continuous review process or to expedite any determinations or approvals required during the various phases of performance of the Service work.

18. <u>Notices</u>

Any notice, approval, request, bill or statement from either party to the other shall be in writing and be deemed given when deposited with the U.S. Postal Service in a postage pre-paid envelope sent regular mail, overnight or delivered by hand with an appropriate receipt obtained, addressed as follows:

If to the University, to:

Long Island University Attention: 720 Northern Boulevard Brookville, New York 11548	[or]	Long Island University Attention: 1 University Plaza Brooklyn, New York 11201

If to Contractor, to:

19. <u>Miscellaneous</u>

a) If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

b) Failure by either party at any time to claim a breach of any Agreement term, exercise any power or enforce any obligation hereunder will not be construed as a waiver of any right, power or obligation under this Agreement, and will not prejudice either party in the context of any subsequent action.

c) This Agreement shall be construed and enforced in accordance with the laws of the State of New York. It is expressly understood by the parties that any dispute hereunder, unless settled by the parties, shall be resolved by legal action brought in the Supreme Court for the State of New York and each party shall waive their right to a jury trial.

d) This Agreement and attached Specifications constitute the entire agreement between the parties and incorporate all prior understandings in connection with the subject matter hereof. The Agreement and Specifications may not be modified, waived, amended or discharged except by a writing signed by both parties hereto.

e) To the extent that any terms or conditions contained in any documents appended hereto or accepted to in electronic format conflict with this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the University and Contractor have executed this Agreement by and through their respective representatives as of the date first above written.

LONG ISLAND UNIVERSITY	CONTRACTOR
By:	By:
Title:	Title:

SPECIFICATION OF COMPENSATION

I. COST ESTIMATE STATEMENT

Contractor shall prepare and submit to University for approval the Specification of Services statement annexed hereto. The Specification of Services statement shall include:

(i) a mutually agreed upon description of the overall services to be performed,
(ii) the specific milestone tasks to be undertaken in performance of the services,
(iii) start and completion dates for each milestone task,
(iv) specifications and documentation standards applicable to the services,
(v) all Deliverables to be supplied by Contractor,
(vi) the estimated costs of each milestone task, and if applicable,
(vii) the names and billing rates of the individuals who will undertake each task.

At any time it appears that the initial (or any revised) cost estimate or assignment will be exceeded or any completion date not met, Contractor shall inform University immediately. Subsequently, the Specification of Services statement is to be updated in conjunction with the reviews described in Section II below.

II. MANAGEMENT AND MONITORING RESPONSIBILITY

The Contractor and University's Project Manager will review the progress of the work each month, including compliance with the initial statement, estimated completion dates, costs incurred and estimated future costs.

III. BILLING PROCEDURES

A. Establishment of Fees and Disbursements Contractors are retained because of their expertise. Accordingly, time spent educating staff within or external to Contractor's company shall not be billed to University. Reasonable routine disbursements (out-of-pocket expenses) will be reimbursed direct to the Contractor at the cost paid by the Contractor (i.e. without mark-up), in accordance with University's standard policies, including but not limited to Coach Class travel, unless another class of travel has been specifically authorized, and the use of pre-approved hotels. As a general matter, University does not pay for time spent traveling. Cost differentials between pre-approved travel expenses and those incurred by Contractor will be borne by Contractor.

B. Invoices Contractor will present to the University Project Manager an invoice every month for work done during the immediately preceding month period. No invoice will be paid unless the University Project Manager has approved it for payment. Time spent preparing invoices may not be charged.

All invoices shall be rendered on the basis of hourly rates unless a different arrangement is agreed to in advance by the Contractor and University's Project Manager. Contractor shall list on each invoice (i) each activity performed, (ii) the individuals / subcontractors involved, (iii) the amount of time spent, (iv) billing rates and (v) the total cost. If requested, Contractor will provide signed time sheets with each invoice. Disbursements must be itemized separately.

University may decline to pay any invoice received more than 90 days after the end of the month in which the work was performed. All invoices are subject to approval by University's Office of Finance and once approved will be processed for payment within 30 days.

C. Auditing of Invoices University has the right to audit all invoices presented, using either University in-house auditors or the services of an independent auditor. Contractor shall make all necessary receipts and records available to University for this purpose. University will give the Contractor at least seven business days' notice of any such audit.

D. Overruns Over Cost Estimate Actual billings will be tracked against the cost estimates in the initial and any revised Statements. Contractor must notify the University Project Manager immediately, as soon as an overrun to the initial or any revised Statement is anticipated (Contractor should not wait to report such an overrun in the regularly scheduled monthly review). Project overruns in excess of 5% of the original estimate will not be paid unless the

circumstances that caused the overrun are reviewed with University's Project Manager, and approved by the University Office of Finance.

SPECIFICATION OF SERVICES

SCOPE OF WORK
(must be completed in entirety; may attach relevant sections of Contractor's proposal)

Date: _____

Period Covered: _____

Name of Project: _____

Name of Contractor's Firm _____

Project Manager/Telephone Number _____

Is there an existing contract for this Contractor? Please circle YES or NO. If YES, do not complete the remainder of this form. If NO, please complete this form. In either situation, attach this form to each invoice forwarded to the University's Office of Finance for payment.

1. Background description (i.e. reason for services):

_____

_____

2. Specific services / tasks to be performed to complete the project:

_____

_____

_____

3. Milestone tasks to be undertaken, each with specific time frames for completion and estimated costs:

_____

_____

_____

_____

_____

Contractor shall integrate and deploy the Deliverables as detailed herein in conformity in all material respects with the Services described, as per the implementation schedule set forth above. University shall cooperate with Contractor to facilitate integration and deployment, including the installation of such additional equipment as the parties shall jointly determine is necessary and appropriate.

Following installation of the software/equipment and migration of relevant University data, Contractor shall advise University of the deployment and University shall conduct acceptance tests to determine if the Deliverables function in conformity in all material respects with the Specifications.

University shall notify Contractor promptly in writing after completion of the acceptance assurance tests of its acceptance or rejection, as the case may be, based on the functionality of the system and its conformity in all material respects with the Specifications. University shall provide Contractor with a description of any noncompliance disclosed by the acceptance testing, methodology of the testing, scripts used for the testing, and logs maintained during the testing in sufficient detail to permit Contractor to correct the noncompliance, and Contractor shall correct any such noncompliance as promptly as possible.

The testing of the software shall be completed by University in two phases (more if necessary, depending on installation), to the mutual satisfaction of the parties. Contractor will provide to University such documentation and assistance as may reasonably be required by University in connection with the aforesaid acceptance tests.

4. Specifications and applicable documents (attach relevant standards, specifications and documents required or to be developed to perform Services):

_____

_____

_____

5. Deliverables (work product):

_____

_____

_____

_____

6. Anticipated staffing (with billing rates):

_____

_____

_____

7. Estimated total costs (list a subtotal for fees; a subtotal for disbursements and the estimated total cost):

Subtotal for fees: _____
Subtotal for disbursements: _____
Total cost of Services: _____

For similar projects in the past, what % of the total bill has Contractor charged for disbursements? _____

LONG ISLAND UNIVERSITY	CONTRACTOR
By: _____	By: _____
Print Name:	Print Name:
Title:	Title:
_____	_____
Signature/Date	Signature/Date