

Cal State LA University Auxiliary Services, Inc.

Contractor Service Agreement

This Services Agreement (“Agreement”) is effective as of _____, between the Cal State LA University Auxiliary Services, Inc. (“UAS”), with principal office at 5151 State University Drive, GE 314, Los Angeles, CA 90032, and the independent contractor, _____, in support of California State University, Los Angeles (“University”). UAS is a nonprofit corporation whose mission is to provide support services to the University. The University is not authorized to enter into any contract, lease or other arrangement in UAS’s name, or for UAS’s account, or by which UAS would be legally bound or held liable.

- 1) **Term.** The term of this Agreement shall be from _____ through _____, unless terminated sooner in accordance with Section 11 - Termination of this Agreement.
- 2) **Scope of Services.** Contractor agrees to provide the UAS with _____ (“Services”), as requested by UAS. Such Services will more specifically consist of the work identified in the attached Schedule A: Statement of Work.
- 3) **Compensation for Services and Expenses.** In consideration of the Services provided by Contractor, UAS agrees to reimburse Contractor in accordance with fees for services and expenses as set forth below:
 - (a) **Amount:** _____ (\$ _____) dollars.
 - (b) **Invoices.** Contractor shall submit detailed invoices for all services rendered.
 - (c) **Costs.** Contractor shall be responsible for all costs and expenses incident to the performance of services for UAS as outlined in Schedule A: Statement of Work, including but not limited to, all costs of equipment provided by Contractor, all employee, agent, and subcontractor costs, all fees, fines, licenses, bonds, or taxes required or imposed against Contractor or Contractor's employees, agents or subcontractors and all other of Contractor's costs of doing business.
 - i) Unless otherwise specified herein, UAS shall not be responsible for any expenses incurred by the Contractor in the performance of services under this Agreement. If the UAS agrees to reimburse any costs, the costs must be reasonable and will be reimbursed at actual costs, and only for expenses for which receipts are submitted. Travel expense reimbursement is per UAS’s policies and procedures, unless otherwise agreed. All expenses and purchases will be expended per UAS policies and procedures.
 - (d) **Tools.** Contractor will supply all tools and instruments required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from UAS.
 - (e) This agreement is to be appropriated to UAS Account number:

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Account: _____ Fund: _____ Department: _____ Project ID: _____

- 4) **Independent Contractor Relationship.** Contractor's relationship to UAS shall be that of an independent contractor and Contractor shall not represent to any third party that its relationship is otherwise. No relationship of employer and employee, principal and agent, partnership or joint venture with UAS or University is created hereby.
- (a) Contractor shall assume all of the rights, obligations and liabilities attributable to it as an independent contractor, including the control, direction, supervision and payment for any agents, subcontractors, or employees of Contractor in performance of the Services.
 - (b) Contractor will determine the method, details and means of performing the Services, and UAS shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services. UAS does, however, retain complete and exclusive authority to control and dictate the outcome and deliverables of the Services.
 - (c) As the UAS is not the employer of Contractor, UAS will not pay or withhold income taxes or other payroll taxes of any kind on behalf of the Contractor or its employees or subcontractors.
 - (d) Contractor shall have only the authority expressly granted by this Agreement. Except as expressly provided in this Agreement, Contractor is not authorized to enter into any contract, lease or other arrangement in UAS's or University's name, or for UAS's or University's account or by which UAS or University would be legally bound or held liable.
- 5) **Services Standards.** Contractor affirms that Contractor has the appropriate skill and experience to provide the Services requested by UAS. Contractor shall perform the work diligently and consistent with professional skill and care and the orderly progress of the Work. Time is of the essence in this Agreement. Contractor's Services will be performed to UAS's reasonable satisfaction and be in accordance with sound professional practices and standards. Contractor's Services will be performed in strict compliance with all federal, provincial/state and local laws, regulations and ordinances.
- 6) **Payment.** UAS shall pay the amount due and not disputed within thirty (30) days of receipt of an invoice, which invoice is anticipated to be sent to the UAS at least monthly for completed work. In the event an amount is disputed, UAS may withhold payment for such amount, and the parties agree to promptly negotiate in good faith to resolve the dispute. UAS shall pay any disputed amounts promptly upon the resolution of such dispute in such amounts as are found to be valid.
- 7) **Change Orders for Services or Costs.** Any changes UAS requests to the work in Schedule A: Statement of Work must be in writing. Contractor must then provide UAS with a cost estimate and the parties must agree in writing to the changes and to the cost of the change. Such change documents ("Change Order") will become part of this Agreement. Any changes

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in costs to be paid by UAS must be agreed upon in writing by the parties. UAS is not liable for charges for work beyond the scope of this Agreement that are not set forth in a Change Order per this provision.

- 8) **Ownership of Work Product.** Originals of all drawings, specifications, reports, records, documents and other materials whether in hard copy or electronic form, which are prepared by Contractor, its employees, subcontractors or agents in the performance of this Agreement, shall be the property of UAS and shall be delivered to UAS upon the termination of this Agreement, or upon the earlier request of UAS. Contractor shall have no claim for further engagement or additional compensation as a result of the exercise by UAS of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of UAS or as required by law.
- 9) **Confidentiality.** All data and information submitted or made available to Contractor by UAS, University or any other person while working on this project, unless otherwise publicly available, and all data and information and other work developed by Contractor under this Agreement (“Confidential Information”) shall be utilized by Contractor in connection with this Agreement only. Except as required otherwise by law, such Confidential Information shall not be made available by Contractor to any other person without the prior written consent of UAS, which consent shall not be unreasonably withheld. Contractor shall not disclose to any other entity or person any information regarding the activities of UAS, except as required by law or as authorized by UAS. Further, neither Contractor nor its employees, agents or subcontractors thereof shall utilize the aforementioned information for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether or not the Agreement is in effect at the time such gain is realized. UAS shall not disclose to any other entity or person any information regarding the activities of Contractor that Contractor has designated in a written notice to UAS to be confidential, except as required by law or as authorized by Contractor.
- 10) **Indemnification.** Contractor shall indemnify and hold harmless UAS, California State University Los Angeles, and the Trustees of the California State University, and all directors, officers, employees, volunteers and agents, against any and all liability, personal or otherwise, however imposed or claimed, including attorney's fees and other legal expenses, and claims of infringement of intellectual or other property rights, arising out of or in connection with the Services or this Agreement.
- 11) **Termination.**
 - (a) **Termination by UAS.** UAS may terminate this Agreement at any time without cause, upon submitting notice of termination to Contractor. Upon notice of termination, Contractor shall not commence new work, but shall complete any work previously approved by UAS if UAS specifically requests completion of that work upon termination

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of this Agreement, for which UAS shall be responsible for and shall pay within 30 days of receipt of approved invoices for such work.

- (b) **Termination by Contractor.** The Contractor may terminate this Agreement at any time without cause upon thirty (30) days' written notice to the UAS. The obligations imposed by Sections 9 Confidentiality and Section 10 Indemnification of this Agreement, as well as any licenses granted hereunder, shall survive termination under this Agreement.

12) **Insurance.** Unless otherwise agreed in writing by UAS, Contractor shall maintain the following insurance in full force and effect for the duration of this Agreement, unless otherwise agreed to in writing by UAS:

- (a) **Liability insurance.** Liability insurance with an insurance carrier satisfactory to UAS, which insurance shall include protection against claims arising from personal injury and bodily injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of performance of this Agreement. Minimum coverage limits in the amount of \$1,000,000 per occurrence, and \$2,000,000 aggregate. Errors and Omission insurance is required for professional services and consultants.
- (b) **Business Automobile Liability:** coverage is required in the minimum amount of \$5,000,000 per accident for bodily injury and property damage, including owned, non-owned and hired automobiles. Insurance must also include Uninsured/Underinsured Motorists coverage in the minimum amount of \$1,000,000.
- (c) **Liquor Liability** (Where Applicable): This coverage is necessary if contractor/vendor will be providing liquor/beer/wine service. Minimum amount of coverage is \$1,000,000.
- (d) **Workers Compensation,** as required by the State of California, including Employer Liability coverage of not less than \$1,000,000.
- (e) **Additional Insured Endorsement** (except for Workers Compensation): Cal State LA University Auxiliary Services, Inc., California State University Los Angeles, Trustees of the California State University, The State of California, all California State University Los Angeles Auxiliaries, and all of its other departments, boards, volunteers, commissions, and its officers, employees and agents are hereby declared to be additional insureds as respects to the activities of named insured and should be so listed on any and all of the insurance obtained pursuant to this agreement. Proof of such shall be provided to UAS prior to the commencement of any services; however, Contractor's failure to present such proof does not constitute a waiver by UAS of this contract provision.
- i) The following endorsements will be attached to the policy or policies:
- (1) The policy shall cover on a "per occurrence" basis, not on an "accident" basis.
 - (2) The policy will cover personal injury as well as bodily injury.
 - (3) Broad form property damage liability will be afforded.

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- (4) UAS, University, its members, manager, employees, agents, and consultants shall be named as additional insureds under the policy. The policy shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by UAS or University will be called upon to contribute to a cost thereunder.
- (5) The policy shall provide for contractual liability, either on a blanket basis or by identifying this Agreement, within a contractual liability endorsement.
- (6) UAS shall be given thirty days notice prior to cancellation or reduction in coverage of the insurance.
- (7) Contractor will provide a certified copy of each policy per to UAS for review and acceptance.
- (8) The contractor's insurance carrier must be rated A-VII at minimum, according to A.M. Best & Company.
- (9) Contractors and contractor's insurance carrier waive their rights of subrogation.

13) General Terms and Conditions.

- (a) **Non-Discrimination/Affirmative Action.** Contractor agrees to maintain a work environment free of discriminatory practices and to comply with all applicable Federal, State and local non-discrimination/affirmative action laws.
- (b) **Drug-Free Workplace.** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Drug-Free Workplace Act of 1988 and any subsequent amendments thereto.
- (c) **Americans with Disabilities.** Contractor agrees to remain in compliance with the Americans with Disabilities Act of 1990, and any subsequent amendments thereto.
- (d) **Modification.** This Agreement may only be modified by a written amendment, expressly stated as such, that is signed by authorized representatives of both parties.
- (e) **Assignment.** Contractor shall not assign or transfer this Agreement or any interest herein without the prior written consent of UAS.
- (f) **Subcontracting.** The rights or duties of this Agreement may not be assigned or delegated by Contractor, nor may Contractor retain subcontractors, without the prior written consent of UAS. The subcontractors and their employees shall function as subcontractors to Contractor, not as parties to any contract with UAS for the work described herein.
- (g) **Non-waiver.** Failure of either party to exercise any of its rights under this Agreement on one occasion shall not waive its right or exercise the same on another occasion.
- (h) **Force Majeure.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement due to acts of God, strikes or other disturbances, war, insurrection, embargoes, acts of governments or governmental authorities, or other causes beyond the control of such party.

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- (i) **Notices.** Any notice, invoice, requests, approval or consent specifically provided for or permitted to be given under this Agreement must be in writing and delivered in person or sent via U.S. mail, overnight carrier or facsimile to the aforementioned addresses.
- (j) **Severability.** If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement. The parties agree to promptly negotiate in good faith to modify such invalid provision consistent with the intent and spirit of this Agreement.
- (k) **Venue and Law.** The laws of the State of California will govern this Agreement. Should either party institute legal suit or action arising out of this Agreement, it is stipulated that the venue of such suit or action shall be in Los Angeles County, California.
- (l) **Debarment, Suspension, and Other Responsibility Matters.** By accepting a contract with UAS, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any federal department or agency, in accordance with the Office of Management and Budget guidelines at 2 C.F.R. 200.214 and 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235). The Contractor shall provide immediate written notice to UAS if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (m) **Entire Agreement.** This Agreement incorporates by reference Schedule A: Statement of Work, and constitutes the entirety of the agreement between Contractor and UAS, unless otherwise modified by the parties in writing and signed by both parties. Some provisions may require more specificity, such as deliverables and Services, and the parties agree to negotiate in good faith to detail these provisions for written modification of this Agreement.

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IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties.

Contractor

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Contact Information for Contractor lead (If Contractor is a company)

Printed Name: _____

Phone #: _____

Email: _____

UAS Project Authorized Signer

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Cal State LA University Auxiliary Services, Inc.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

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Schedule A: Statement of Work

Contractor

Printed Name: _____

Title: _____

Signature: _____

Date: _____

UAS Project Authorized Signer

Printed Name: _____

Title: _____

Signature: _____

Date: _____