Agreement Number:



 (Assigned by Procurement Services)

SERVICE AGREEMENT

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

Click to enter company name.

This Agreement to furnish services is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a Corporation as established in Article IX, Section 9 of the California State Constitution, on behalf of Click to enter UCI Department Name at University of California, Irvine (hereinafter called "the University" or “UC”) and Click to enter company name (hereinafter called "Contractor") located at Click to enter company address.

I. SCOPE OF WORK

1. The Contractor shall furnish to the University the following described services listed below. Unless otherwise provided in the Agreement, the University will not be obligated to purchase a minimum amount of Services from Contractor:

Click to enter Scope of Work details. Describe in great detail; provide the who, what, where, when, and how.

1. Will any portion of the Services be performed on University premises?

[ ]  Yes [ ]  No

If applicable, Contractor agrees that Click to enter name of individual completing work. Enter "N/A" if it doesn't matter who is completing the work. shall be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

C. Reports:

[ ]  The Contractor shall provide reports as described:

Click to enter specific reports that company is responsible for providing. Enter "N/A" if there reports will not be provided.

D. If applicable, the services of the Contractor will assist the University in the performance of contract/grant no. Click to enter contract/grant number. Enter "N/A" if no contract/grant number. sponsored by Click to enter sponsor. Enter "N/A" if no sponsor. dated Click to enter date. Enter "N/A" if no date..

[ ]  Applicable portions of contracts are attached.

II. TERM OF AGREEMENT

A. The term of this Agreement shall be from Click to enter start date: Month, Day, Year (July 1, 2017) through Click to enter end date: Month, Day, Year (June 30, 2018) and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

B. Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.

C. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated immediately by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. The University will pay the following to the Contractor for services performed:

1. Fees:

|  |  |
| --- | --- |
| [ ]        | $       |
| [ ]  See attached fee schedule | $       |
| [ ]  $       per [ ] day/[ ] hour x not-to-exceed       [ ] days/ [ ] hours  | $       |
| [ ]  $ flat rate of | $       |
|  Subtotal |  $       |

2. Other Expenses:

|  |  |
| --- | --- |
| [ ]  Amounts below are not-to-exceed amounts |  |
| [ ]  Receipts must be submitted with invoices for actual expenditures |
| [ ]  See attached fee schedule |  |
| [ ]  Per Diem at $      for up to       days  | $       |
| [ ]  Travel expenses:       | $       |
| [ ]  Other expenses:       | $       |
|  Subtotal |  $       |
|  |  |
| MAXIMUM TO BE PAID UNDER THIS AGREEMENT: |  $       |

B. Payments.

[ ]  Payment will be made upon submission of an invoice by the Contractor setting forth charges in accordance with rates detailed in paragraph A above and the performance schedule in Article IV. below. Contractors shall submit invoices to person named in V., below.

 All invoices must be itemized according to the Scope of Work in Article I, above, and include the Agreement and/or Purchase Order Number, payment remittance instructions, and a description of the Services performed. University payment terms are net 30 unless otherwise stated in the Agreement.

# OR

[ ]  Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement and is in accordance with the performance schedule set out in Article IV below.

Unless otherwise provided in the Agreement, Contractor may not begin providing Services until the University approves a Purchase Order for the Services. No payments will be made in advance of work performed, except as specified in the Agreement. The University has an integrated financial system that requires all its vendors to onboard into the system and to provide information, such as an Employer Identification or Social Security Number, address, etc. Payment under this Agreement shall not be made or required until or unless the Contractor on boards into the University’s financial system.

IV. PERFORMANCE SCHEDULE

Click to enter specific event schedule. Enter "N/A" if none apply. Be as specific as possible: date of event, arrival time, who or how many people need to work the event, what time can they leave? When does the final product need to be delivered?

V. REPORTING

In performing services hereunder, the Contractor shall report to:

## Click to enter UCI personnel that is the point of contact for the company.

VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

|  |  |
| --- | --- |
|  **For the University:** | Click to enter UCI Department info: Contact Name, Title, Department Name, Street Address, City, State, Zip Code. |
|  |  |
|  **For the Contractor:** | Click to enter Company info: Company Name, Street Address, City, State, Zip Code. |

VII. TAXES

The compensation stated in Article III of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Contractor's failure to include any applicable tax, or as the result of any changes in the Contractor's tax liabilities.

VIII. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or transfer this Agreement or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

IX. PATENTS

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

X. COPYRIGHT

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Contractor warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Contractor, and that such creation is within the course and scope of the creator's employment.

XI. USE OF UNIVERSITY NAME AND TRADEMARKS

Contractor will not use the University name, abbreviation of the University name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the University name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without the University’s prior written approval. Contractor agrees to comply at all times with California Education Code Section 92000.

XII. FAIR WAGE/FAIR WORK

If the Services will be performed at one or more University of California (“UC”) location (defined as any location owned or leased by UC)., do not involve furnishing goods, and are not a Public Work with a wage determination at or above the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17), and are not subject to extramural awards containing sponsor-mandated terms and conditions, Contractor warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Article XVIII herein, and that Contractor pays its employees performing the Services no less than the UC Fair Wage. Contractor agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC’s sole discretion. Contractor agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Contractor employees who perform Services.

For Services that exceed $100,000.00 annually and are not subject to prevailing wage requirements, Contractor will, a) at Contractor’s expense, provide an annual independent audit performed by Contractor’s independent auditor or independent internal audit department in compliance with UC’s required audit standards and procedures (<http://insidepublicaccounting.com/newsletters/ipa-100-and-ipa-200/>), concerning Contractor’s compliance with this provision, and b) ensure that in the case of a UC interim audit, its auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recently audited time period. Contractor agrees to provide UC with a UC Fair Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement’s effective date, for the twelve months immediately preceding the anniversary date.

XIII. RESTRICTION RELATING TO CONSULTING SERVICES OR SIMILAR CONTRACTS – FOLLOW-ON CONTRACTS

 Please note a consultant, supplier, vendor, or contractor that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (*see* Public Contract Code Section 10515).

XIV. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

1. Contractor will defend, indemnify, and hold harmless the University, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Contractor, its officers, employees, agents, sub-contractors, or anyone directly or indirectly employed by Contractor, or any person or persons under Contractor's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Contractor, its officers, employees, agents, sub-contractors, or anyone directly or indirectly employed by Contractor, or any person or persons under Contractor's direction and control. The University agrees to provide Contractor with prompt notice of any such claim or action and to permit Contractor to defend any claim or action, and that University will cooperate fully in such defense. The University retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.
2. Contractor, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless the University specifies otherwise:

1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

a. Each Occurrence                                                 $ 1,000,000

b. Products/Completed Operations Aggregate   $ 2,000,000

c. Personal and Advertising Injury                            $ 1,000,000

d. General Aggregate                                                 $ 2,000,000

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Contractor drives on University premises or transports University employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to the University.)

3. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

4. Workers' Compensation as required by applicable state law and Employer’s Liability with limits of one million dollars ($1,000,000) per occurrence.

5. If applicable, Contractor Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Contractor will endorse such policy to include a “Regents of the University of California Coverage” or “Joint Payee Coverage” endorsement. The University and, if so requested, the University’s officers, employees, agents and sub-contractors will be named as "Loss Payee, as Their Interest May Appear” in such Fidelity Bond.

6. Additional other insurance in such amounts as may be reasonably required by the University against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Contractor will provide the University with not less than fifteen (15) days’ advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

7. The coverages referred to under A and B of this Article must include University as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Contractor’s liability. Contractor will furnish the University with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Contractor, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

XV. RECORDS ABOUT INDIVIDUALS

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Contractor, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Contractor must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

XVI. AUDIT REQUIREMENTS

The Agreement is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. The University, and if the underlying grant or cooperative agreement so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine the Contractor’s pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

XVII. CONFLICT OF INTEREST

A. Contractor shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

B. Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the University.

C. Contractor shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Contractor.

XVIII. Equal Opportunity AFFIRMATIVE ACTION

Contractor will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Contractor will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: “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, protected veteran status or disability.” With respect to activities occurring in the State of California, Contractor agrees to adhere to the California Fair Employment and Housing Act. Contractor will provide the University on request a breakdown of its labor force by groups as specified by the University, and will discuss with the University its policies and practices relating to its affirmative action programs. Contractor will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

XIX. CONFIDENTIALITY AND ACCESS TO RECORDS

Contractor agrees to hold the University’s Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by the University to Contractor for the purposes of providing the Good and/or Services which is (i) marked as “Confidential” at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as “Confidential” within thirty (30) days of such oral disclosure; and (iii) if not marked as “Confidential,” information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Contractor can demonstrate by written records was known to Contractor prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Contractor; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. Contractor will not access, use or disclose Confidential Information other than to carry out the purposes for which the University disclosed the Confidential Information to Contractor, except as permitted or required by applicable law, or as otherwise authorized in writing by the University. For avoidance of doubt, this provision prohibits Contractor from using for its own benefit Confidential Information and any information derived therefrom. If required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Contractor will notify the University in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Contractor is prohibited by law from doing so), to give the University an opportunity to oppose or otherwise respond to such disclosure. Contractor’s transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except on prior written authorization by the University. This Article shall be inapplicable if the University’s Appendix – Data Security and Privacy and/or Appendix – HIPAA Business Associate are incorporated into the Agreement.

XX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XXI. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

1. INDEPENDENT CONTRACTOR

Contractor in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of University, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees.

XXIII. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XXIV. INCORPORATED DOCUMENTS

The following documents, if checked, are incorporated and made a part of the Agreement by reference as if fully set forth herein, listed in the order of precedence following the Agreement (CHECK ALL THAT APPLIES):

[ ]  University of California’s Appendix – Data Security & Privacy (“Appendix-DS”) (rev. 05/16/2017)

[ ]  University of California’s HIPAA Business Associate (“HIPAA-BAA”) (rev. 05/16/2017)

[ ]  Other (Specify):

[ ]  NONE

XXV. ENTIRE AGREEMENT AND AMENDMENTS

The Agreement and its incorporated documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter. The Agreement is signed below by the parties’ duly authorized representatives. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument. Each party agrees that a facsimile signature, electronic signature, or signature in a scanned document shall be valid and binding as an original. Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition. Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the University.

XXVI. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules. The parties agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of California, County of Orange.

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University Internal Approval(s):

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Departmental Budgetary Officer (date)

|  |  |
| --- | --- |
|  | Name: Click to enter name.  |
|  | Title: Click to enter title. |

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IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

**CONTRACTOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

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Signature (date) Responsible Administrative Official (date)

Name: Click to enter name of company representative. Used by UCI Procurement Services.

Title: Click to enter title. Procurement Services

SMOKE AND TOBACCO-FREE ENVIRONMENT:  The University of California is committed to a healthy campus and workplace culture and environment.  Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see:  http://www.policies.uci.edu/adm/pols/903-14.html