UAS CAL STATE LA UNIVERSITY AUXILIARY SERVICES INC.

Independent Contractor Agreement

PO. Number _____
(to be used by UAS Accounting Department)

This Services Agreement ("Agreement") is effective as of _____, between the Cal State LA University Auxiliary Services, Inc. ("UAS"), with principal offices at 5151 State University Drive GE 314, Los Angeles, Ca 90032-8300, and the independent contractor, _____("Contractor"). 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.** This Agreement covers services rendered from _____ until _____.

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.** Contractor will be compensated as follows:

   3.1 Amount:_____dollars (_____).

   3.2 Invoicing and Timing of Payment:

   Payment will be made according to the following terms:

   3.3 This agreement is to be appropriate to UAS Account number

_____	_____	_____	_____
Account	Fund	Department	Project ID

4) **Independent Contractor Relationship.**
5) 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.

6) **Ownership of Work Product.**
   All documents or other information developed as part of this Agreement, or received by Contractor, its employees, subcontractors or agents in the performance of this Agreement, shall

be the property of UAS, and must be made available to UAS upon demand or termination of this Agreement.

7) 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.

8) Indemnification.

Contractor must release, defend, indemnify, and hold harmless UAS and Cal State LA and its trustees, officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss, whether real or alleged, received or sustained by them or any person, persons, or property, arising out of or related to services provided under this Agreement or Contractor's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or proprietary rights. Additionally, Contractor indemnifies UAS and holds it harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency finds that Contractor is an employee of UAS. This hold harmless agreement must apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9) Termination.

UAS may terminate this Agreement at any time without cause, upon 30 days written notice to Contractor. Contractor may retain amounts, if any, paid by UAS under this Agreement prior to termination, but explicitly waives any right to additional amounts of any kind.

10) Service Standards.

Contractor shall make every effort to provide the highest quality services pursuant to this agreement. Contractor agrees to maintain, in good order, Contractor's professional and/or business licenses, permits, certifications and insurance coverages, and to abide by all legal and ethical requirements applicable to Contractor's profession and/or business. Contractor agrees that all services provided under this agreement shall be in accordance with currently approved methods and practices of Contractor's profession and/or business.

11) Insurance.

Unless otherwise agreed in writing by UAS, Contractor shall maintain the UAS required liability insurance, automobile, and workers compensation following insurance in full force and effect for the duration of this Agreement, unless otherwise agreed to by UAS.

12) Modification.

This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by both UAS and Contractor.

13) 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.

14) 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 constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by both UAS and Contractor.

(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) **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

(h) **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.

(i) **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.

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

Contact Information for Contractor lead (if contractor is a company)

Name:_____
Phone Number:_____
Email:_____

UAS Project Authorized Signer

Name:_____
Signature:_____
Date:_____

Contractor

Name:_____
Signature:_____

Date:_____

Cal State LA University Auxiliary Services Inc.

Signature:_____
Executive Director

Date:_____

UAS CAL STATE LA UNIVERSITY AUXILIARY SERVICES INC.

Contractor Services Agreement

Schedule A
Statement of Work Scope

**If additional room is needed, please continue on a separate sheet of paper and attach

Contractor	**UAS Project Authorized Signer**
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____