**SERVICES AGREEMENT**

**Between the University of Vermont**

**and**

**[Name of Other Party]**

**Contact Information**

**[NAME of Other Party]**

**[ADDRESS]**

**[PHONE AND EMAIL]**

**Time period (“Term”)**

[Start and End Dates]

**Services to be Performed/Products to be Delivered**

[Name of Other Party] (“Provider”) agrees to provide the following Services and/or Products (“Work”) to the University of Vermont (“UVM”):

1. Provider is in the business of: [*detailed description*]
2. Scope of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Schedule of Deliverables (with timetable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. [additional lines if needed]

Provider retains sole and complete discretion over (i) the manner and means of carrying out the Services; and (ii) its activities with third parties as long as such activities do not conflict with UVM’s rights pursuant to this Agreement.

**Terms of Payment**

UVM will pay Provider an hourly rate [or flat rate] of $\_\_\_\_\_\_\_.

Reimbursed Expenses (*if applicable*): UVM will reimburse expenses incurred pursuant to this Agreement in an amount not to exceed $\_\_\_\_\_\_. All expenditures must be accompanied by itemized receipts.

* Travel (in accordance with [UVM policy](http://www.uvm.edu/policies/travel/travel.pdf): [describe allowable expense and method of calculating reimbursement]
* Meals: [describe allowable expense and method of calculating reimbursement]
* Lodging: [describe allowable expense and method of calculating reimbursement]

The *total value of the contract*, including any/all reimbursable expenses, is not to exceed $\_\_\_\_\_\_\_\_\_\_. Invoices will itemize hours worked (specifying individual’s name) and describe Work delivered.

Payments are made upon satisfactory completion and acceptance of Work. Any Services, Products or Expenses in excess of those allowed herein shall not be performed, provided or incurred without UVM’s prior written approval.

Time is of the essence in performance and provision of Work. UVM may reject Work and seek Services and/or Products elsewhere (i) if not satisfactorily completed on specific dates mutually agreed upon by the parties; or (ii) if no date is specified, if delivery of Work is not completed within a reasonable time.

Invoices will be submitted [monthly], payable net thirty (30) days, and addressed to:

[UVM Department]

University of Vermont

[Address]

Upon approval of invoice, payment will be made to [Name of Payee].

A final invoice will be required no later than [Date].

**Representations**

Provider represents and warrants to UVM that (i) Provider is a professional entity whose staff has the requisite skills, training and tools to perform the Services specified herein; (ii) Provider’s staff will use their professional knowledge, care and judgment to perform those Services, in accordance with any applicable federal, state or local law and regulations; and (iii) all Services will be provided in a good and workmanlike manner consistent with standard industry practices.

**Independent Contractor Relationship**

Provider’s relationship with UVM is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Provider is not authorized to make any representation, contract or commitment on behalf of UVM unless specifically requested or authorized in writing to do so by UVM.

Unless otherwise required by law, (i) Provider is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement; (ii) No part of Provider’s compensation will be subject to withholding by UVM for the payment of any social security, federal, state, workers compensation, or any other employee payroll taxes (and any and all such taxes and withholding shall be the sole responsibility of Provider); (iii) Provider is not eligible for any UVM employee benefits, including but not limited to health insurance, and waives all rights to such benefits; and (iv) the foregoing applies to any third parties Provider may retain in order to fulfill Provider’s obligations pursuant to this Agreement.

**Confidential Information**

“Confidential Information” means all confidential information of UVM in oral, written, graphic, electronic or other form including, but not limited to UVM’s financial, personal, personal identifying and commercial proprietary information, and any other data or information typically and reasonably considered confidential, that is disclosed, whether orally, visually or in writing to Provider as a result of this Agreement.

The use of Confidential Information is strictly limited for the purpose of providing Services under this Agreement. Provider shall safeguard Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive confidential information. Provider shall not disclose Confidential Information to any third party unless permitted by the terms of this Agreement or to subcontractors who have agreed to maintain confidentiality to the same extent required of Provider under this Agreement.

At the conclusion of the term of this Agreement, Provider must return any such Confidential Information in its possession and destroy any retained copies. Upon UVM’s request, Provider must certify in writing the destruction thereof. Provider will be responsible for any breach of these obligations caused by its employees or representatives.

In the event that Confidential Information is required by law or regulation to be disclosed, Provider shall notify UVM in writing immediately so that UVM may assert whatever exclusions or exemptions may be available to it under such law or regulation.

**Access to Records Laws**

UVM is subject to the Vermont Public Records Act, 1 V.S.A. §315 et seq. (“PRA”), and may be required to release this Agreement and/or related documents in response to a PRA request. If such a request is made, UVM will (i) protect confidential, proprietary and/or trade secret information to the extent clearly identified by Provider and insofar as permissible under Vermont law; and (ii) notify Provider prior to release of requested information so that Provider may, at its own cost and expense, assert whatever exclusions or exemptions may be available to it pursuant to the PRA.

**Work Product**

Provider acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of UVM. Provider does hereby, without the need for further documentation, sell, assign, and transfer to UVM, its successors and assigns, the entire right, title and interest in and to the copyright in the Work, and in and to all works based upon, derived from, or incorporating the Work.

**UVM Policies**

Provider shall abide by all applicable UVM policies, including but not limited to its *Tobacco-Free Policy,* which applies to all individuals providing goods or Services on UVM-owned or leased property and vehicles, and *all vehicles* parked on UVM property. This and other UVM policies are available at: <http://www.uvm.edu/policies>.

**Indemnification**

Provider will indemnify and hold UVM harmless from and against any claims, actions, liabilities, damages, costs and expenses (including attorneys' fees), regarding but not limited to (i) loss of life, bodily injury or damage to property, arising from any negligent or intentional wrongful act or omission by Provider; (ii) Provider’s violation of applicable federal, state or local law or regulations; or (iii) Provider’s material breach of this Agreement.

**Limitation of Liability**

Neither Party shall be liable to the other Party or third parties for any incidental, special, indirect, punitive, exemplary or consequential damages, including but not limited to loss of time, profit or goodwill, or economic loss, as a result of either Party’s actions or omissions related to its performance of this Agreement, even if either Party has been advised of or is aware of the likelihood of such damages. UVM’s total liability under or in connection with this Agreement shall not in aggregate exceed the fees and expenses paid by UVM.

**Insurance**

Provider shall obtain and maintain and *provide evidence of* insurance in an amount sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this Agreement, including the following minimum insurance standards:

Professional Liability Insurance: If Provider is required to maintain a government issued license in order to perform Services or provide Products pursuant to this Agreement, in an amount not less than $1,000,000 per claim.

Commercial General Liability Insurance: including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than $1,000,000 combined single limit, per occurrence, and $1,000,000 annual aggregate.

Cyber-risk Liability: If Provider has access to or may affect sensitive or statutorily-protected UVM data, in an amount not less than $5,000,000 per occurrence.

Automobile Liability Insurance: If Provider will drive on UVM premises and use the vehicle to conduct the business that is the subject of this Agreement, in an amount not less than $1,000,000 per occurrence for bodily injury and property damage.

Standard Worker’s Compensation: as required by Vermont state statute and employers liability insurance in an amount not less than $100,000 per accident, $500,000 annual aggregate.

If the current Certificate of Insurance (COI) *expires* prior to the dates of performance under this Agreement, Provider shall furnish an updated COI (evidencing coverage during the dates of performance) no later than 20 days prior to the start of performance.

*In no event may Provider provide services prior to the effective date of the required insurance*. Delay in or failure to obtain a COI shall not constitute a waiver of these requirements nor relieve Provider from any liability or indemnification obligations. Provider’s policy or policies shall be considered primary insurance and exclusive of any insurance carried by UVM.

Provider shall name UVM as additional insured on its liability policies (other than Workers Compensation) and *should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.* Any liability coverages on a “claims made” basis should be designated as such on the Certificate.

**No Third-Party Beneficiaries**

This Agreement shall be binding upon, and inure solely to, the benefit of the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Project Inquiries**

Provider agrees to refer any third party or media inquiries regarding the Services promptly to the UVM Communications Office. Provider also agrees to refer any inquiries regarding public rights of access to meetings or documents immediately to the UVM Office of the General Counsel.

**Termination**

This Agreement will expire on \_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_, the “Termination Date”, and may thereafter be renewed only upon mutual agreement of the Parties in writing. Either Party may terminate the Agreement for convenience upon twenty (20) days prior written notice to the other party. The Agreement may be terminated immediately for material breach upon written notice to the breaching Party.

In the event Provider terminates this Agreement prior to its completion, UVM shall have no further payment obligation. In the event UVM terminates this Agreement for its convenience prior to the Termination Date, Provider will receive a pro rata contract price based upon the percentage of work completed as of the Termination Date. If UVM terminates the Agreement for material breach by Provider, Provider will be paid only for work satisfactorily completed as of the date of notice of termination. Provider agrees that upon notice of termination by UVM, Provider will cease all work under the Agreement, unless the Parties mutually agree in writing that certain work and/or transition Services will be completed.

Upon any expiration or termination, the Parties shall promptly, as applicable: remit all amounts due and payable; destroy/return confidential information as described above; return equipment and/or materials; and return all means of access to any UVM facilities, databases and/or other electronic information.

**Waiver**

The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any other or subsequent breach by either Party.

**Assignment**

Neither Party may assign or subcontract this Agreement without the prior written consent of the other.

**Non-Discrimination**

Provider shall abide by all applicable federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities, including the requirements set out at 41 CFR §§ 60-1.4, 60-300.5(a), and 60-741.5(a), which equal opportunity clauses are hereby incorporated by reference. The latter two regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability. These regulations also require affirmative action by covered vendors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Additionally, Provider will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.

**Governing Law**

All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to the choice of law provisions of any jurisdiction. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Chittenden County, Vermont.

**Survival**

Any provision herein which contemplates performance or observance subsequent to any termination or expiration of this Agreement, or which by its nature should survive, shall survive any such termination or expiration and continue in full force and effect.

**Entire Agreement**

This Agreement constitutes the entire understanding between the Parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be modified by mutual agreement of the Parties in writing.

AS AGREED BY THE PARTIES:

For [Name of Other Party]:

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

Name:

Title:

Date:

For University of Vermont:

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

Name:

Title: Purchasing and Contract Specialist

Date: