University of Idaho Standard Terms and Conditions for Service Agreements less than $5,000

Contractor's Qualifications and Period of Performance: Contractor agrees to provide, without subcontracting, and represents that its professional credentials are such that it can provide the services stated above, and agrees to perform said services to the satisfaction of University and to its best professional effort, which shall at least meet industry standards. The services to be rendered by Contractor under this Agreement shall be completed by the date shown above.

Fees and Expenses: University agrees to pay the fees and expenses shown in above hereunder, including all amounts already paid, upon submission of proper invoice and reimbursable expense documentation to University's liaison.

Contractor's Capacity: It is expressly understood that Contractor is an independent contractor and not the agent, partner, or employee of University. Contractor and Contractor's workers are not employees of University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor is solely responsible for all employment related taxes due to the proper taxing authorities.

Property Rights: Except for instances where payment received hereunder is for a speech, seminar, teaching or training presentation, Contractor agrees (1) that any intellectual property developed by Contractor solely, or with others, resulting from the performance of services hereunder is the property of University, and Contractor hereby agrees to assign all rights therein to University, and (2) that all work done under this contract and reports provided shall be considered a "work for hire" under the copyright laws of the United States. This provision shall survive expiration and termination of this Agreement.

Suspension or Termination: University reserves the right to suspend indefinitely or terminate this Agreement for any reason upon seven (7) days' prior written notice. In the event of termination prior to completion of all work described in Section 1.0, the amount of the total fee to be paid Contractor shall be determined by University on the basis of the portion of the total work actually completed up to the time of such termination.

Attorneys' Fees: In the event of any controversy, claim or action being filed or instituted between the Parties to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

Indemnification and Hold Harmless: Contractor agrees that any personal injury to Contractor or third parties or any property damage incurred in the course of performance of the Consulting Services shall be the responsibility of Contractor. Contractor agrees to indemnify, defend, and hold harmless the state of Idaho and University and its governing board, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Contractor's performance hereunder, except to the extent such are caused by the negligence of University, or which may arise out of Contractor's payment or nonpayment of income, social security, and other employment taxes. This provision shall survive the termination of this agreement.

Insurance: Contractor is an independent contractor and shall not be covered by University's insurance. Contractor shall be responsible for determining what insurance is necessary in order to perform the work contracted for, and for procuring such insurance for itself, and shall procure all insurance required by law. In regards to Workers Compensation, Contractor is responsible for complying with Idaho law. If Workers Compensation is required of Contractor, Contractor shall maintain statutory coverage and Employer's Liability with limits of not less than $100,000 / $500,000 / $100,000 and shall mail a Certificate of Insurance to University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162 within seven (7) days of signing the contract. Failure of University to demand such certificate shall not be construed as a waiver of the obligation of Contractor to maintain such insurance.

Notice: Any notice under this Agreement shall be in writing and be delivered in person or by certified mail or by facsimile. Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective. All notices shall be addressed to the Contractor and University Liaison, as shown in Contract Information above, or at such other addresses as the parties may from time to time direct in writing and a copy to:

Director of Purchasing and Contracts
University of Idaho
P.O. Box 441202
Moscow, ID 83844-1202
Phone: (208) 885-6126; Fax: (208) 885-6060

Entire Agreement; Modification: This Agreement (and its attachments, if any) constitutes the entire understanding between the parties and may not be amended except in writing signed by the Parties.

Governing Law; Forum: This agreement shall be governed by Idaho law without regard to choice of law provisions, and any legal proceeding shall be in Latah County, Idaho.

Assignment: Contractor may not assign the rights or delegate the obligations under this Agreement without University's prior written consent.

Accounting; Audit: For a period of three (3) years following completion of the services called for hereunder, University or its authorized representatives shall be afforded access at reasonable times to Contractor's accounting records relating to the services set forth herein in order to audit all charges for the services.

Nondiscrimination and Affirmative Action: The parties agreement to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

Compliance with Rules, Regulations, and Instructions: Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel. The duties and responsibilities required under this agreement shall be performed in accordance with all local, state and federal law.

Debarred, Ssuspended or Excluded: All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier nor its principals is presently debarred, suspended or proposed for debarment by the Federal Government.