**INDEPENDENT SERVICES CONTRACT**

This INDEPENDENT SERVICES CONTRACT (“Contract”) is made between The Board of Governors of the Colorado State University System, acting by and through Colorado State University, a body corporate and institution of higher education of the State of Colorado, for the use and benefit of Insert Dept Name (hereinafter called the “University”); and Insert Contractor's Name (hereinafter called “Contractor”), a  existing under the laws of the state of Insert State (singularly “Party” and collectively, the “Parties”).

RECITALS

**WHEREAS,** authority to enter into this Contract arises from C.R.S. §§ 23-30-102, 23-30-120, and 23-31-101, *et seq*. with funds budgeted, appropriated or otherwise made available, and a sufficient unencumbered balance thereof remains available for payment of this Contract in University’s fund number \_\_\_\_\_\_\_\_\_;

**WHEREAS**, the University selected Contractor pursuant to  number [n/a]; and

**NOW THEREFORE,** in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree to all recitals, terms, conditions and provisions contained herein.

AGREEMENT

**I. TERM**

1. Effective Date. This Contract shall commence on the Effective Date, which shall be the later of the date that it is signed by the University Controller or authorized delegate or Insert Date or N/A. This Contract shall not be effective or enforceable and the University shall not be liable to pay the Contractor for performance hereunder until it is approved and signed by the University Controller or authorized delegate. The Contractor shall not begin work before receiving a fully executed Contract and instructions to proceed.
2. Term. The Term of this Contract shall commence on the Effective Date and shall terminate on Insert Date or Applicable Timeframe, unless sooner terminated or extended as specified herein.
3. Option to Extend.

By Mutual Agreement: The Parties may, upon mutual written agreement, extend this Contract for an additional term of Insert number of years or months (the “Renewal Term”).

Automatic Renewal: Upon expiration of the Term this Contract shall automatically renew for Insert number and length of renewal terms.

1. The total duration of this Contract, including any Renewal Term(s), shall not exceed Insert time period--max. 5 years.

**II. PURPOSE / SCOPE OF WORK**

1. Purpose. The purpose of this Contract is for briefly describe the Contract's purpose.
2. Scope of Work. Contractor shall complete its obligations as described in the Scope of Work attached hereto as **Exhibit** **A** on or before the end of the Term or such other date(s) for completion of the Scope of Work or portions of the Scope of Work as may be specified in **Exhibit A**. Contractor shall procure goods and services necessary to complete the Scope of Work. Such procurement shall be accomplishedusing the contract funds paid hereunder and shall not increase the maximum amount payable by the University unless specifically authorized herein.

**III. PAYMENT TERMS**

1. This is a fixed price Contract. Payment for all services performed by Contractor under this Contract shall be in the fixed sum of $[enter dollar amount] payable upon invoice after satisfactory completion of the work, unless otherwise stated as set forth in **Exhibit B**, attached hereto.

1. This is not a fixed price Contract. The price is to be determined according to time and materials or other method of calculation as more fully described in **Exhibit B**, which is attached hereto. The total amount to be paid to Contractor shall not exceed $[enter dollar amount] and the basis for all charges shall be clearly identified on Contractor’s invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.
2. Advance Payments: (*Only applicable if checked.*) Any advance payments required under this Contract shall only be allowed if specially authorized by the University Controller or delegate in compliance with the Colorado State University System Fiscal Rules. The duly authorized undersigned represents and approves the advance payment to Contractor as required under this Contract, in the amount of $[enter dollar amount] and that an adequate basis for approval exists pursuant to Colorado State University System Fiscal Rule 2.1, and, if applicable, the delegate’s specific written delegation conditions.

By:

Name:

Date:

**IV. REPRESENTATIVES AND NOTICES**

1. The individuals identified below are the designated representatives of the Parties. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s designated representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent to the email addresses set forth below. Either Party may from time-to-time designate or substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

|  |  |
| --- | --- |
| **UNIVERSITY:**  Name of Contract Monitor  Campus Mail Address  Colorado State University  Fort Collins, CO 80523-  Email: Email  Telephone: Telephone #  With a copy to:  Office of the General Counsel / Contracting Services  06 Campus Delivery  Colorado State University  Fort Collins, CO 80523-0006  Email: [contracts@colostate.edu](mailto:contracts@colostate.edu)  Telephone: 970-491-6270 | **CONTRACTOR:**  Name and Title  Address 1  Address 2  City, State Zip  Email: Email  Telephone: Telephone# |

1. This is an International Contract: (*Only applicable if checked.*) An international agreement with a non-U.S. contractor requires approval by the University Export Control Administrator or the Office of the General Counsel.

By:

***\*Signature***

Name:

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**V. EXHIBITS**

1. If checked, the following exhibits are attached and hereby made a part of this Contract:

**Exhibit A:** Scope of Work

**Exhibit B:** Price, Cost and Payment Provisions

**Exhibit C:** Federal Funds Addendum

**Exhibit D:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please specify)

**Exhibit E:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please specify)

1. The following exhibits below are hereby incorporated by reference and made a part of this Contract:

**Exhibit F:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please specify)

**Exhibit G:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please specify)

1. In the event of conflicting terms or conditions between this Contract and any exhibits identified in this section V(1)-(2), the terms and conditions of this Contract shall control.

**VI. GENERAL TERMS AND CONDITIONS**

1. Independent Contractor. Contractor, and all persons employed or engaged by Contractor to perform under the attached Scope of Work, shall perform as an independent contractor and not an employee or agent of the University. The means and methods of performance are to be determined by the Contractor in order to achieve the results required under the Scope of Work. Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor’s industry, trade, or profession and in the sequence and manner set forth in this Contract. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the University to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the University, and (c) be solely responsible for its acts and those of its employees and agents.
2. Inspection/Monitoring. The University reserves the right to inspect Contractor’s performance at all reasonable times and places during the Term of this Contract, including any extensions or renewals. If Contractor’s performance fails to conform to the requirements of this Contract, the University may require Contractor promptly to come into conformance at Contractor’s sole expense. If Contractor’s performance cannot be brought into conformance by such corrective measures, the University may exercise any or all of the remedies available under this Contract, at law or in equity. Contractor shall permit the University, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure.
3. Late Payments/Interest. Per C.R.S. § 24-30-202(24), the University shall pay each invoice within thirty (30) days of receipt thereof, for the work performed by Contractor and accepted by the University. If the University contests any amount invoiced, it shall pay the uncontested amount and provide a written statement of the reason(s) for withholding the remaining amount together with such partial payment. Uncontested amounts not paid by the University within forty-five (45) days after due date shall bear interest on the unpaid balance beginning on the forty-sixth (46th) day at a rate not to exceed one percent (1.0%) per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the University separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days’ interest to be paid, and the interest rate.
4. Fund Availability. Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If federal funds are used to fund this Contract, in whole or in part, the University’s performance hereunder is contingent upon the continuing availability of such federal funds and Exhibit C attached hereto is incorporated herein by this reference. If such funds are not appropriated, or otherwise become unavailable, the University may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof and shall remit payment to the Contractor for its performance prior to termination. If the amount due cannot readily be determined from this Contract, then the amount shall be calculated on a pro rata basis according to the percentage of the entire Scope of the Work that was completed and accepted by University.
5. Contractor Records. Contractor shall make, keep and maintain a complete file of all records, communications and documents pertaining in any manner to its performance hereunder. Contractor shall maintain such records for a period of at least three (3) years until the last to occur of: (i) the date this Contract expires or is sooner terminated, (ii) final payment is made hereunder, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the “Record Retention Period”). Contractor shall permit the University and, if federal funds are used in the payment of this Contract, the federal government, and any duly authorized agent of either, to audit and inspect Contractor’s records during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder.
6. Confidential Information. Confidential Information as used in this Contract, shall include any and all documents, materials, data or information disclosed by one Party (the “Disclosing Party”) to the other Party (the “Recipient”) that (i) is clearly identified as Confidential Information at the time of disclosure, or (ii) the Recipient knows to be Confidential Information of the Disclosing Party. Confidential Information shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Contract; or was in the possession of the Recipient at the time of disclosure. Confidential Information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq*. (“CORA”). The Parties shall keep all Confidential Information secret at all times and comply with all laws and regulations concerning confidentiality of such information. Any request or demand by a third party for Confidential Information shall be immediately forwarded to the Disclosing Party’s designated representative. If disclosure of the Confidential Information is required pursuant to CORA or to any lawful subpoena, court order, or other legal process, it shall be the sole responsibility of the Disclosing Party to initiate and prosecute a legal action to prevent, limit or prohibit the disclosure, at its own expense. The Recipient shall reasonably cooperate with the Disclosing Party with respect to any such legal action but shall always have the right to proceed as it believes, in its sole discretion and judgment, to be required in accordance with the law.
7. Licenses, Permits and Other Authorizations. Contractor represents and warrants that, as of the Effective Date, the Contractor shall, and that at all times during the Term and any Renewal Terms or extensions hereof, maintain at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain a business registration with the Colorado Secretary of State and designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.
8. Compliance with Law.
9. Contractor and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Contractor and its subcontractors shall also abide by 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified protected veterans. Contractor shall strictly comply with all other applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices, and other privacy laws which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Sec. 1320d, and the Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g).
10. If applicable, Contractor agrees to comply with laws that relate to the export of technical data or equipment, such as International Traffic in Arms Regulations (“ITAR”) and/or Export Administration Act/Regulations (“EAR”) and all such regulations and orders as currently in effect or hereafter amended. Contractor shall not disclose any export-controlled information or provide any export-controlled equipment or materials to University without prior written notice. In the event that University agrees to receive such export-controlled information, equipment or materials, Contractor shall (i) include the Export Control Classification Number (ECCN) or ITAR notice on the packing documentation, and (ii) send an electronic copy of the ECCN number or ITAR notice documentation to [vpr\_export\_control@Mail.Colostate.edu](mailto:vpr_export_control@Mail.Colostate.edu) and [contracts@colostate.edu](mailto:contracts@colostate.edu).
11. Insurance.

1. The Contractor shall obtain, and maintain at all times during the Term of this Contract and any subsequent Renewal Terms or extensions, insurance in the following kinds and amounts:
   1. Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all of Contractor’s employees acting within the course and scope of their employment.
   2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
   3. $1,000,000 each occurrence;
   4. $1,000,000 general aggregate;
   5. $1,000,000 products and completed operations aggregate; and
   6. $50,000 any one fire.
   7. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.
   8. (Only if checked ) Professional Liability Insurance with minimum limits of liability of not less than $1,000,000.
   9. (Only if checked ) Crime / Employee Dishonesty Insurance with minimum limits of liability of not less than $1,000,000.
2. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the University a certificate or other document satisfactory to the University showing compliance with this provision. Notwithstanding this subsection, if the Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq*., as amended (“CGIA”), the Contractor shall at all times during the Term of this Contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. Upon request by the University, the Contractor shall show proof of such insurance satisfactory to the University.
3. The Board of Governors of the Colorado State University System acting by and through Colorado State University, a division of the State of Colorado, shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). The address for the University on such additional insureds policy shall be: 555 S. Howes St., Fort Collins, CO 80521. Coverage required under the Contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
4. Contractor shall notify University at least forty-five (45) days prior to cancellation or non-renewal of the required insurance coverage.

1. The Contractor will require all insurance policies in any way related to the Contract and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
2. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the University.
3. Upon written request, the Contractor shall, within ten (10) days, provide to the University certificates showing insurance coverage required by this Contract. If requested by University, no later than fifteen (15) days prior to the expiration date of any such coverage, the Contractor shall deliver to the University certificates of insurance evidencing renewals thereof. At any time during the Term of this Contract, the University may request in writing, and the Contractor shall thereupon within ten (10) days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.
4. Self-insurance programs do not meet the University’s insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified herein, plus excess liability coverage as appropriate to the industry, financial statements of the business, and proof of Department of Labor certification of self-insurance program for worker’s compensation. This paragraph shall not apply to political subdivisions or agencies in the State of Colorado with a self-insurance program.
5. Default. The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes an event of default. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall also constitute an event of default. In the event of a default, notice shall be given in writing by the non-defaulting Party to the defaulting Party. If such default is not cured within thirty (30) days of receipt of written notice, or if a cure cannot reasonably be expected to be completed within thirty (30) days, or if cure has not begun within thirty (30) days and pursued with due diligence, then the defaulting Party shall be in breach of this Contract, and the non-defaulting Party may terminate the Contract pursuant to any of the remedies contained herein. Notwithstanding anything to the contrary herein, the University, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate and/or irreparable harm.
6. Remedies for Default – Termination.
7. In the event of default, either Party may terminate this Contract in its entirety upon written notice. The University may terminate this Contract in whole or in part. Exercise by the University of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any and may incur obligations as are necessary to do so within this Contract’s terms. To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the University has an interest. All materials owned by the University in the possession of Contractor shall be immediately returned to the University. Any completed deliverables, at the option of the University, shall be delivered by Contractor to the University and shall become the University’s property. The University shall remunerate Contractor only for accepted performance up to the date of termination.
8. Notwithstanding any other remedial action by the University, Contractor shall remain liable to the University for any damages sustained by the University by virtue of any default under this Contract by Contractor and the University may withhold any payment to Contractor for the purpose of mitigating the University’s damages, until such time as the exact amount of damages due to the University from Contractor is determined. Contractor shall be liable for excess costs incurred by the University in procuring from third parties replacement goods and services as cover.
9. Remedies for Default – Not Involving Termination. The University, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:
10. Suspend Contractor’s performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the University without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the University’s directive and the University shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.
11. Withhold payment to Contractor until corrections in Contractor’s performance are satisfactorily made and completed.
12. Deny payment for those obligations not performed that, due to Contractor’s actions or inactions, cannot be performed or, if performed, would be of no value to the University; provided, that any denial of payment shall be reasonably related to the value to the University of the obligations not performed.
13. Notwithstanding any other provision herein, the University may demand immediate removal of any of Contractor’s employees, agents, or subcontractors whom the University deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the University’s best interest.
14. Remedies Under Colorado’s False Claims Act. The University may seek all rights and remedies available to the University for Contractor’s infringement upon the Colorado False Claim Act, C.R.S. § 24-31-1201, *et. seq.*
15. Intellectual Property Infringement. If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the University’s option (i) obtain for the University or Contractor the right to use such products and services; (ii) replace any goods, services, or other product involved with non-infringing products or modify them so that they become non-infringing; or (iii) if neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products and refund the price paid thereof to the University.
16. Termination for Convenience. The University enters into this Contract for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and/or Judicial Courts, and by the Board of Governors of the Colorado State University System, acting by and through its authorized representatives for the University. If, in the sole discretion and judgment of the University, this Contract ceases to further the public policy of the State or otherwise ceases to benefit the University, University may terminate this Contract in whole or in part upon not less than thirty (30) days written notice. Exercise by the University of this right shall not constitute a breach of the University’s obligations hereunder.
17. Work Product / Rights in Data, Documents and Computer Software.
18. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or deliverables of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract (“Work Product”) shall be the exclusive property of the University and all Work Product shall be delivered to the University by Contractor upon completion or termination hereof. The University’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor’s obligations hereunder without the prior written consent of the University. Work Product shall not include the materials, methods, software, or other intellectual property in existence and owned by the Contractor prior to the Effective Date which is subsequently utilized in the Contractor’s performance hereunder.
19. Any University data or University-provided data utilized by Contractor in performance hereunder shall remain the property of University and shall be destroyed upon Contractor’s completion of performance hereunder, using industry standard methods, unless one of the following methods is checked:

Return data to University in format mutually agreeable to the Parties.

Make data available to the University for ninety (90) days following conclusion of the performance hereunder, after which time the Contractor shall destroy the data using industry standard methods.

1. University Liability/Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the University, its departments, Board, officials, and employees is at all times herein strictly controlled and limited by the provisions of the Colorado Governmental Immunity Act C.R.S. 24-10-101 *et seq.* as amended. Nothing in this Contract shall be deemed or applied as a waiver of such immunities. In no event will the University or the State of Colorado be liable for any special, indirect, or consequential damages, even if the University or the State has been advised of the possibility thereof. As an institution of the State of Colorado, the University is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Contract shall be null and void.
2. Contractor Indemnification. Contractor shall indemnify, save, and hold harmless the University, the University’s Board of Governors, employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract. If Contractor is a public entity, then provisions hereof shall be applicable to the extent authorized by law, and not construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the CGIA or the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq*., as applicable, as now or hereafter amended.
3. Assignment and Subcontracts. Contractor’s rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the University. Any attempt at assignment, transfer, subcontracting without such consent shall be void ab initio. All assignments, subcontracts, or subcontractors approved by Contractor or the University are subject to all of the provisions hereof including insurance requirements. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the University or its designated representative upon request by the University. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.
4. Complete Agreement. This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective heirs, legal representatives, successors, and permitted assigns. The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.
5. Modification. Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by both Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado state laws, regulations and Colorado State University System Fiscal Rules by its duly authorized individuals. This Contract is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification shall automatically be incorporated into, and be part of, this Contract on the effective date of such change, as if fully set forth herein.
6. Severability/Waiver. Provided this Contract can be executed, and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform the Parties obligations under this Contract in accordance with its intent. Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
7. Choice of Law, Venue and Jurisdiction. Colorado law, its rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with Colorado law, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado District Court, and exclusive venue shall be in the County of Larimer. The University does not agree to binding arbitration by any extra-judicial body or person and any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.
8. Third Party Beneficiaries. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.
9. Software Piracy Prohibition (Governor’s Executive Order D 002 00). University or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the Term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the University determines that Contractor is in violation of this provision, the University may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
10. Employee Financial Interest (C.R.S. §§ 24-18-201, 24-50-507). The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.
11. Vendor Offset (C.R.S. §§ 24-30-201(1), 24-30-202.4): *(Not applicable to intergovernmental agreements.)* Subject to C.R.S. § 24-30-202.4(3.5), the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. § 39-21-101, *et seq*.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
12. Accessibility. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Contractor shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability pursuant to Section §24-85-103 (2.5), C.R.S. The University may require Contractor’s compliance to the University’s Accessibility Standards to be determined by a third party selected by the University to attest to Contractor’s Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability pursuant to Section §24-85-103 (2.5), C.R.S.
13. Signature Authority. Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and bylaws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the University, Contractor shall provide the University with proof of Contractor’s authority to enter into this Contract within fifteen (15) days of receiving such request. This Contract may be executed in multiple identical original counterparts, all of which shall constitute one contract.

IN WITNESS WHEREOF, the Parties hereto execute this agreement upon the duly authorized signatures and dates below.

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor’s behalf and acknowledge that the University is relying on their representations to that effect and accept personal responsibility for any and all damages the University may incur for any errors in such representation.

|  |  |
| --- | --- |
| **CONTRACTOR**:  Insert Legal Name of Contractor  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **STATE OF COLORADO**  The Board of Governors of the Colorado State University System, acting by and through Colorado State University  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **ADDITIONAL APPLICABLE APPROVALS:**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    **Account No:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **LEGAL REVIEW**  Philip J. Weiser, Attorney General  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Brian Anderson, Esq.  Associate Legal Counsel  Office of the General Counsel  Special Assistant Attorney General |

ALL EXPENDITURE CONTRACTS REQUIRE APPROVAL BY THE UNIVERSITY CONTROLLER

C.R.S. § 24-30-202 and University policy require the University Controller to approve all expenditure contracts. This Contract is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**COLORADO STATE UNIVERSITY CONTROLLER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# EXHIBIT A

**SCOPE OF WORK**

Description:

Enter HERE the Scope of Work, including the following: (a) description of activities; (b) list of required deliverables, i.e. goods, services, results, reports; (c) required timetable for completion of tasks or conveyance of deliverables.

# EXHIBIT B

PRICE, COST AND PAYMENT PROVISIONS

1. **PAYMENT PROVISIONS.**
   * 1. Nature of Payments**.** The timing and amount of payments made to Contractor under this Contract shall be one or more of the following:
   1. The contract price of $enter dollar amount. Payment amount and scheduling shall be made as follows:

|  |  |
| --- | --- |
| **DATE, EVENT or DELIVERABLE** | **AMOUNT PAYABLE** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

* 1. Per the payment schedule and amounts identified in **Exhibit     .**
  2. For time and material/hourly labor contracts, University shall pay the Contractor at the rate of $      per hour for labor, plus cost of materials, with total charges not to exceed a maximum price of $enter dollar amount. The Contractor shall successfully complete the contracted services in accordance with the Contract requirements within the maximum price specified herein. The Contractor shall submit invoices monthly, together with proof of time and costs, no later than the tenth (10th) day of the month. Payments will be made within thirty (30) days after invoice.

* 1. For cost reimbursement contracts, University shall reimburse the Contractor’s actual, reasonable, and allowable costs, as defined herein, not to exceed $enter dollar amount. The Contractor shall submit invoices monthly no later than the tenth (10th) day of the month. Payments will be made within thirty (30) days after receipt of invoice.
     1. maximum Amount Payable per Fiscal Year/Calendar Year. Unless otherwise provided by a signed Amendment, the maximum amount payable by the University to Contractor during each year of the Term shall be:

|  |
| --- |
| **$      in** **FY**  **Calendar Year** |
| **$      in** **FY**  **Calendar Year** |
| **$      in** **FY**  **Calendar Year** |
| **$      in** **FY**  **Calendar Year** |
| **$      in** **FY**  **Calendar Year** |

* + 1. Inclusions.Except as otherwise set forth in this exhibit, the above rates include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, supplies, installation, testing, reporting, analysis, delivery charges and any other expenses incurred by Contractor in the performance hereunder.

**EXHIBIT C**

**FEDERAL FUNDS ADDENDUM**

Should federal funds be used for payment by University under the Contract, the following provisions shall be deemed incorporated and made a part of the Contract:

1. Equal Employment Opportunity. Contractor shall comply with E.O. 11246, “Equal Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. Copeland “Anti-Kickback” Act, 18 U.S.C. 874 and 40 U.S.C. 276c *(Applicable to contracts in excess of $2000 for construction or repair.)*. Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the University.

3. Davis-Bacon Act, as amended, 40 U.S.C. 276a to a-7 *(Applicable to construction contracts of more than $2000.)*. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the University.

4. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708 *(Applicable to construction contracts of more than $2000 and other contracts involving the employment of mechanics or laborers in excess of $2500.)*. Contractor must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR part 5). Under the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Contract. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act 942, U.S.C. 7401, *et seq*., and the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq*., as amended *(Applicable to Contracts and sub-grants of amounts greater than $100,000.).* Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401, *et seq*.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, *et seq*.). Violations shall be reported to the University and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the University.

8. Debarment and Suspension, Executive Orders 12549 and 12689. No contract shall be made to parties listed on the general Services Administration’s List of Parties Excluded from Federal Procurement of Non-procurement Programs in accordance with Executive Orders 125449 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. Combating Trafficking in Persons, 22 U.S.C. 7101. The United States Government has adopted a zero-tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this Contract, Contractor shall ensure that its employees do not violate this policy. Should University become aware that Contractor has violated this policy, University may terminate the contract for breach in accordance with the termination clause herein.