



AUXILIARY SERVICES CORPORATION

**SERVICE AGREEMENT**  
Sponsored Programs Version

Contract Number: \_\_\_\_\_

SPONSOR/OWNER	CONTRACTOR
<b>CSU Fullerton Auxiliary Services Corporation (“ASC”)</b>  <i>ASC, a non-profit corporation which is a recognized auxiliary organization serving California State University, Fullerton (CSUF), operating pursuant to California Education Code § 89900, et seq. and California Code of Regulations Title 5, § 42400, et seq.</i>	
Address: 1121 N State College Blvd Fullerton CA 92831-3014	Address:
Amount: Dates of Service:	Tax ID Number: DUNS:

**General Terms & Conditions**

ASC and CONTRACTOR may be referred to individually as a “Party,” and collectively as “Parties.”

1. **Scope of Services.** CONTRACTOR shall be responsible for the tasks described in the Statement of Work (“WORK”) which is attached and incorporated herein as Exhibit A.
2. **Compensation & Payment.** CONTRACTOR shall send an invoice to ASC in accordance with Exhibit B. ASC agrees to pay each invoice in total, within thirty (30) days of receipt. Invoices shall be submitted to the administrative contact provided in Exhibit C. Payment shall be by check, payable to

and mailed to Contractor’s administrative contact provided in Exhibit C.

3. **Termination.** Either Party may terminate this Contract upon thirty (30) days advance written notice to the other Party. Upon termination of this Contract, CONTRACTOR agrees to submit all applicable deliverables to ASC and ASC agrees to compensate CONTRACTOR for all expenses, including non-cancellable obligations, reasonably incurred by CONTRACTOR in the performance of its work under this Contract through the date of termination.
4. **Modification or Waiver.** No part of this Contract shall be modified without the express written consent of both Parties. The waiver by one Party of any breach of any term or condition of this Contract shall not be construed as a waiver of any similar or other breach of any term or condition of this Contract. Nor shall said waiver be construed as a continuing waiver of the original breach.
5. **Independent Contractor.** CONTRACTOR shall, during the entire term of this Contract, be construed to be an independent contractor and not an employee of ASC. This Contract is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow ASC to exercise discretion or control over the professional manner in which CONTRACTOR performs the services that are the subject matter of this Contract. The services to be provided by CONTRACTOR, however, shall be provided in a manner

consistent with all applicable standards and regulations governing such services. CONTRACTOR shall pay all salaries and wages, employees' social security taxes, unemployment insurance and similar taxes relating to its employees and shall be responsible for all applicable withholding taxes.

6. **Assignment.** No part of this Contract may be assigned by either Party without the prior written consent of both Parties.

7. **Indemnification.** CONTRACTOR shall indemnify, defend and hold harmless the State of California, the Trustees of the California State University, California State University Fullerton, CSU Fullerton Auxiliary Services Corporation, their officers, employees, representatives, agents, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Campus or CSU Fullerton Auxiliary Services Corporation.

8. **Insurance.** At all times from the date CONTRACTOR commences the Services to the date on which the Services have been completed and final payment therefor has been made by OWNER, CONTRACTOR, at its sole cost and expense, shall maintain in full force and effect insurance coverages of the types and in the amounts set forth below:

*Commercial General Liability:* Limits coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit written on occurrence form for personal injury and bodily injury liability, and property damage, including premises/operations, broad form property damage, products/completed operations, contractual liability and independent contractors. Errors and Omission insurance is required for professional services and consultants.

*Business Automobile Liability:* Coverage is required in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage, including owned, non-owned and hired automobiles; should also include Uninsured/Underinsured Motorists coverage in the minimum amount of \$1,000,000.

*Liquor Liability (Where Applicable):* This coverage necessary if CONTRACTOR/vendor will be providing liquor/beer/wine service. Minimum amount of coverage \$1,000,000.

*Workers Compensation:* As required by the State of California, including Employer Liability coverage of not less than \$1,000,000.

The vendor's insurance carrier must be rated A-VII at minimum, according to A.M. Best & Company. Vendor and vendor's insurance carrier waive their rights of subrogation.

*Additional Insured Endorsement (except for Workers Compensation):* The State of California, Trustees of the California State University, California State University Fullerton, CSU Fullerton Auxiliary Services Corporation, and all of its other departments, boards, volunteers, commissions, and its officers, employees and agents are hereby declared to be additional insureds as respects to the activities of named insured.

9. **Force Majeure.** If by reason of force majeure ASC's performance hereunder is delayed, hampered or prevented, then the performance by the ASC shall be extended for the amount of time of such delay or prevention. The term "Force Majeure" shall mean any fire, flood, earthquake or public disaster, strike, labor dispute or unrest; embargo, riot, war, insurrection or civil unrest; any act of God, any act of legally constituted authority; or any other cause beyond ASC's control, which would excuse the ASC's performance as a matter of law. Each party agrees to give the other party written notice of an event of force majeure under this Paragraph within ten (10) days of the commencement of such event and within ten (10) days after the termination of such event. However, inadvertent failure to give notice shall not bar a party from giving such notice within a reasonable time thereafter.

10. **Nondiscrimination.** CONTRACTOR and ASC shall comply with all applicable federal and state laws and

statutes related to nondiscrimination, including those Acts and amendments prohibiting discrimination on the basis of race, color, natural origin, gender, handicap or disability, sexual preference, drug addiction and alcoholism.

11. **Retention of Records.** ASC and CONTRACTOR agree to maintain and preserve all records relative to this Contract, for three (3) years after termination. ASC and CONTRACTOR agree to permit each other or any of its duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers and records related to this contract. Furthermore, all records related to this Contract shall be reasonably available for inspection by the State of California.

12. **Severability.** Should any part, term or provision of this Contract, be declared or determined by any court or other tribunal or appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term or provision shall be deemed stricken and severed from this Contract any and all of the other terms of this Contract shall remain in full force and effect.

13. **Disputes:** Resolution of disputes of a technical nature shall be resolved through good faith negotiations. Any dispute arising under or related to this Contract shall be resolved to the maximum possible extent through negotiations and settlement. Failing settlement, despite good faith efforts by both parties, any such unresolved issues may be addressed by employing whatever remedies exist in law or equity beyond this Contract.

14. **Applicable Law.** This Contract and any disputes concerning it shall be interpreted under the laws of the State of California.

15. **Debarment, Suspension & Other Responsibility Matters.** Both Parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any United States federal department or agency.

16. **Entire Agreement.** This Contract, including any attachments, appendices and references, constitutes the entire Contract and supersedes any other written or oral representations, statements negotiations or agreements.

for CONTRACTOR

for CSU Fullerton Auxiliary Services Corporation

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

\_\_\_\_\_  
Charles D. Kissel Date

Title:

Executive Director

ASC PI/Project Director Name:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Sponsored Programs Version**

**1. SCOPE OF SERVICES**

All work performed by CONTRACTOR must be authorized, in advance of work being performed, by an approved Project Purchase Order.

All work performed shall be governed by the terms and conditions of this Agreement and must be authorized, in advance, by an approved Project Purchase Order or CONTRACTOR'S proposal.

The Scope of Services under this Agreement may be outlined in future Purchase Orders presented to CONTRACTOR from time to time. Contractor shall, at time of Purchase Order, have all necessary licenses applicable to do such work.

CONTRACTOR'S proposal dated \_\_\_\_\_ attached as "Exhibit A-1".

**2. TIME PERIOD FOR SERVICES:** \_\_\_\_\_

**3. Distribution of Agreement Cost:**

ASC Project Number:	_____	Amount:	_____
ASC Project Number:	_____	Amount:	_____
ASC Project Number:	_____	Amount:	_____
ASC Project Number:	_____	Amount:	_____

**EXHIBIT B**  
**Sponsored Programs Version**

The total cost for this Contract shall not exceed \_\_\_\_\_ dollars,

(\$ \_\_\_\_\_), for services performed in accordance with the Scope of Work. SPONSOR agrees to pay each invoice in total, within thirty (30) days of receipt.

**Billing and Payment**

Check one option:

- Upon completion of Scope of Services as described in Exhibit A.
- According to the billing schedule described below:

**Exhibit C**  
**Sponsored Programs Version**

<b>CONTRACTOR</b>	<b>ASC</b>
Administrative Contact	Administrative Contact
Name: Address:  Telephone: Fax: Email:  TIN:	Name: Address:  Telephone: Fax: Email:  TIN: 95-2081258
Technical Point of Contact	Principal Investigator/Project Contact
Name: Address:  Telephone: Fax: Email:	Name: Address:  Telephone: Fax: Email:
Financial Contact	Financial Contact
Name: Address:  Telephone: Fax: Email:	Name: Address:  Telephone: Fax: Email:
Authorized Official	Authorized Official
Name: Title: Address:  Telephone: Fax: Email:	Name: Charles D. Kissel Title: Executive Director Address: CSUF ASC 1121 N State College Blvd Fullerton CA 92831-3014  Telephone: 657-278-4100 Fax: 657-278-1499  Email: <a href="mailto:CKissel@fullerton.edu">CKissel@fullerton.edu</a>