INSTRUCTIONS (Please delete this Instruction section from the final agreement)

* This contract shall not be used where the expected total fees exceed $10,000.00 or the anticipated term of performance exceeds a 12 month period without Purchasing Department approval. Please contact the Director of Purchasing Services, if either of these circumstances exists.
* This agreement must be supported by a corresponding Purchase Order to facilitate billing.
* New vendors must submit a W9 Form to the Purchasing Department.

**COMPLETE ALL BOLD ITEMS AS APPLICABLE**

This Contract for the personal services for the engagement described below is made between the University of New Haven (herein called "UNH") and the undersigned Consultant:

|  |  |
| --- | --- |
| **Consultant name:** | UNH arrangements are coordinated by: |
| **Doing Business As (DBA):**  | **Contact Person**: |
| **Address:** | **Department Name:** |
|  | **Address**: |
|  |  |
| **Phone Number:**  | **Phone Number**: |
| **Email address:** | **Email address:** |

|  |
| --- |
| 1. **Nature of Services**: See Attachment A. *Attach written scope of services to be performed Attachment A)* |
| 2. **Effective Date**: | **Completion Date:** | Length: |
| **3. Place:** |
| **4. Payment will be made in the form of a check issued by the University of New Haven and will be payable to:** |
| **5. Payment Schedule / Terms:** |

|  |  |
| --- | --- |
| 6: Amount Payable: | 7. Payment information must be supplied: |
| **Services**: | **Legal Name**: |
| **Lodging**:  |  |
| **Meals**:  | **Permanent Address**: |
| **Transportation**:  |  |
| **Other**:  |  |
| **Total**: |  |

1. Independent Contractor. It is understood that the Consultant executes this agreement as an independent contractor and is not an employee of UNH. As such, the parties will each be responsible for their own acts of negligence as determined by law.
2. Any requirements that UNH comply with terms, provisions, or directions of any agreements, indentures, declarations of trust, etc., shall only be binding if the specific terms of the same are made known to and agreed to by UNH, in writing, in advance of the contract execution or are made part of this agreement prior to the signing of the agreement by UNH.
3. Performance of the Services.

## (a) Consultant will perform the Services in the manner and in accordance with the schedule and any other terms in Exhibit A.

(b) Either party may request change(s) to the Services by providing the other with a written request for such change. The party receiving such change request will provide a written response. Consultant’s request or response, as applicable, will include any schedule and cost changes and any other items Consultant believes the change is likely to affect. In no event will any change request or response become effective until both parties agree in writing to the terms of such change request and response (together a “Change Order”). Consultant will have no obligation to perform, and UNH will have no obligation to pay for, any change in the Services until both parties have executed the Change Order.

## (c) Unless otherwise provided in Exhibit A, upon delivery of any deliverable, UNH will determine whether, in UNH’s reasonable opinion, the deliverable substantially conforms to the specifications and any specific acceptance criteria in Exhibit A or otherwise agreed to in writing by the parties (the “Criteria”). If UNH determines that the deliverable meets the Criteria, it will accept the deliverable. If UNH determines that the deliverable does not substantially conform to the Criteria, UNH will give notice to Consultant specifying the non- conformance in reasonable detail, and will give Consultant a reasonable deadline by when Consultant must re-deliver the deliverable to UNH. Consultant will use all commercially reasonable efforts to correct any such deficiencies and return the corrected deliverable to UNH by the deadline. If in UNH’s judgment the deliverable still does not substantially conform to the Criteria after such corrections have been attempted, UNH will so notify Consultant and may in its discretion either (a) terminate this Agreement immediately upon notice to Consultant, or (ii) allow Consultant to continue to attempt to correct the problems identified, repeating the foregoing procedures, until acceptance occurs or UNH terminates this Agreement.

1. Intellectual Property Rights. All deliverables subject to copyright will be considered works made for hire by Consultant for UNH. To the extent any deliverables do not qualify as works made for hire and to transfer all other intellectual property rights in such deliverables, Consultant assigns to UNH all of its right, title, and interest in and to all deliverables and all intellectual property embodied in them. Upon UNH’s request, Consultant will deliver to UNH all documentation that UNH reasonably requires to evidence its ownership rights in and to each deliverable, and will comply at UNH’s expense with all reasonable requests in connection with applications for any patents, copyright registrations, or other similar ownership rights in and to a deliverable and any actions or proceedings with respect to such deliverables or UNH’s protection or defense of its ownership rights in them.
2. Payment Terms.  Unless otherwise specified in Section 5, UNH will pay all undisputed amounts on an invoice issued by Consultant within thirty (30) days of the date of receipt of invoice. UNH will pay or reimburse Consultant for all sales, use, excise and other taxes and governmental charges that Consultant is at any time required to pay or collect in connection with the furnishing of products or services under this Agreement, excluding any taxes based on Consultant’s income and any taxes from which UNH is exempt. UNH will reimburse Consultant only for those expenses identified in Section 6 or otherwise agreed to in advance and in writing by UNH.
3. Term and Termination. Either party may terminate this Agreement for any reason or no reason, upon at least ten (10) days prior written notice to the other party. UNH will no longer be obligated to make any payments to Consultant (except for payments due for Services performed prior to such termination), and Consultant will reimburse UNH for all payments (if any) that Consultant has received for Services not yet rendered as of the date of termination.
4. Audit. Consultant will maintain complete and accurate accounting records to substantiate Consultant’s charges under this Agreement and will retain such records for three (3) years after the expiration or termination of this Agreement. Upon reasonable notice, Consultant will permit UNH and/or its representatives to have reasonable access to such records for purposes of audit at any time during normal business hours.
5. Property Damage.

(a) UNH will not be responsible for any equipment or other materials used by Consultant, except in such instances where UNH agrees, in writing, to accept custody of the same, and then only to the extent that loss or injury is directly the result of UNH’s grossly negligent or intentional acts.

(b) Consultant will be responsible for any damage to the premises, equipment, or properties of UNH caused by Consultant or its agents or any of their employees, either intentionally or through negligence. Consultant will promptly pay UNH the costs of any such damage or, at UNH’s election, UNH may deduct such amounts from any payments owing to Consultant under this Agreement.

1. Indemnification. Each party hereby agrees to defend, indemnify, and hold the other party (including UNH’s, officers, employees, and agents) harmless from and against any and all claims, suits, damages, awards, losses, fines, liabilities of any nature arising out of the negligent or willful acts, wrongdoing or omissions of the other including, without limitation, any of the foregoing as they relate to any and all third parties (including reasonable attorney’s fees). The provisions of this subparagraph shall survive the termination of this Agreement.
2. Limitation of Liability. Except for Consultant’s indemnification obligations: (a) in no event will either party or their directors, trustees, shareholders, officers, or employees be liable for any indirect, incidental, consequential, special, or punitive damages in connection with this Agreement, including damages relating to loss of data, information, profit, revenue, business opportunity or business advantage, or business interruption, whether based upon a claim or action in contract, warranty, negligence, strict liability, contribution, indemnity, or any other legal theory or cause of action, even if advised of the possibility of such damage; and (b) any liability of either party relating to or arising under this Agreement will not exceed the amount of any fees payable to Consultant under this Agreement.
3. Breach of Contract. This Contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Connecticut. Disputes regarding the terms of the Agreement or claims arising out of its execution or performance may be resolved in any Connecticut court with competent jurisdiction.
4. Insurance. UNH maintains insurance policies for its own benefit in such amounts and with such limits as it considers appropriate or (if applicable) as are required by law. Consultant acknowledges that the coverage provided under UNH’s insurance policies is not intended to and may not cover or benefit Consultant, its employees or its property. Therefore, Consultant will obtain and keep in force insurance policies in such amounts and with such limits as it considers appropriate or (if applicable) are required by law.
5. Non-assignment. Consultant acknowledges that the Services are personal and may not be delegated. Consultant may not assign this Agreement (in whole or in part) to any third party without UNH’s prior written consent. Any attempted assignment in violation of this clause will be void. This Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.
6. Miscellaneous.

(a) This Agreement (including all exhibits and attachments to it) contains the entire agreement of the parties with respect to its subject matter and supersedes all previous communications, understandings, and agreements, either oral or written, between the parties with respect to same. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under this Agreement. This Agreement may not be amended, except by a writing signed by both parties.

(b) Consultant will, and will cause its employees and agents to, when on UNH’s premises comply with all applicable UNH policies, including security, safety, network and equipment use policies, and all other reasonable instructions and directions issued by UNH.

(c) The headings of sections in this Agreement are for convenience of reference only and will in no way define or otherwise affect the construction or interpretation of any provision of this Agreement. When used in this Agreement, “including” and words of similar import mean “including but not limited to”. The language of all parts of this Agreement will be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

(d) This Agreement may be executed in counterparts and/or by facsimile, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument.

The parties have agreed to and executed this document as of the dates indicated below:

|  |  |
| --- | --- |
| Accepted By:  | Accepted By: |
| University of New Haven300 Boston Post RoadWest Haven, CT 06516 | **Consultant**: |
| Signature:  | Signature: |
| Name: Robert Stevens | **Name (printed or typed)**: |
| Title: Director of Purchasing Services | **Title**: |
| Date: | Date: |

**ATTACHMENT A**

**SCOPE OF WORK**