

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the City of Long Beach, County of Los Angeles between \_\_\_\_\_ hereinafter referred to as "Contractor" and the Associated Students, California State University, Long Beach, hereinafter referred to as "Associated Students".

**ARTICLE 1. TERM OF CONTRACT**

The term of this Agreement shall be from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ inclusive unless terminated in accordance with the provisions of Article 7 of this Agreement.

**ARTICLE 2. COMPENSATION**

In consideration for the services to be performed by Contractor as outlined in Section 4.01, Associated Students agrees to pay Contractor: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

**Payments** Payments to Contractor shall be based upon a scheduled deliverable or task which has an itemized cost and has been approved by the Associated Students. Payments shall not be made based upon the number of hours worked, and shall not be paid in advance of the services performed.

**Invoices** Contractor shall submit detailed invoices for all services rendered.

**Expenses** Contractor shall be responsible for all costs and expenses incidental to the performance of services for Associated Students as outlined in Schedule A, including but not limited to, all costs of equipment provided by Contractor, all employee, agent, and subcontractor costs, all fees, fines, licenses, bonds, or taxes required or imposed against Contractor or Contractor's employees, agents or subcontractors and all other of Contractor's costs of doing business. Associated Students shall not be responsible for any expenses incurred by the Contractor in the performance of services under this Agreement.

**ARTICLE 3. INDEPENDENT CONTRACTOR STATUS**

It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Associated Students. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Associated Students and Contractor, or between Associated Students and any employee, agent or subcontractor of Contractor. Both parties acknowledge that Contractor and any employees, agents or subcontractors of Contractor are not employees of Associated Students for any reason including state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

**ARTICLE 4. SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor agrees to perform the following service(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Method of Performing Services** Contractor will determine the method, details, and means of performing the above-described services. Associated Students shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

**Employees, Agents and Subcontractors** Contractor may, at Contractor's expense, utilize employees, agents or subcontractors, as Contractor deems necessary to perform the services required of Contractor by this Agreement. Associated Students may not control, direct, or supervise Contractor's employees, agents or subcontractors in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these employees, agents and subcontractors and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

**Place of Work** Contractor shall perform the services required by this Agreement at any place or location and at such times as Contractor shall determine.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

**Tools and Instruments** Contractor will supply all tools and instruments required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from Associated Students.

**Nondiscrimination/Affirmative Action** Contractor agrees to maintain a work environment free of discriminatory practices and to comply with all applicable federal, state and local nondiscrimination/affirmative action laws.

**Drug-Free Workplace** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Drug-Free Workplace Act of 1988, and any subsequent amendments thereto.

**Americans With Disabilities** Contractor agrees to remain in compliance with the Americans With Disabilities Act of 1990, and any subsequent amendments thereto.

**Ownership of Results** All reports, surveys, documents and any other products developed as a result of this Agreement, regardless of form, shall be and remain the property of Associated Students.

**Conflict of Interest** If Contractor provides services for the preparation or development of recommendations for any actions required, suggested or otherwise deemed appropriate and which include the provision, acquisition or delivery of products or service; then Contractor shall provide full disclosure of any financial interest including but not limited to service agreements, memos of understanding, and/or re-marketing agreements that may foreseeably allow Contractor to materially benefit from the adoption of the recommendations.

**Non-disclosure** Neither contractor nor employees, agents or subcontractors thereof shall disclose to persons or entities outside of Associated Students any information, not a matter of public record, which is received by Contractor by reason of this Agreement unless specified by this Agreement. Further, neither Contractor nor employees, agents or subcontractors thereof shall utilize the aforementioned information for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether or not the Agreement is in effect at the time such gain is realized.

**Workers' Compensation** Contractor shall at its own expense obtain and maintain Worker' Compensation insurance as required under California Sate law.

**Liability Insurance** No less than 72 hours prior to the commencement of work, Contractor shall furnish to Associated Students a Certificate of Insurance with an underwriter's additional insured endorsement stating that there is liability insurance presently in effect for the Contractor with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence. To be acceptable, the insurer's rating must be AM Best, A VII or equivalent. The certificate of insurance shall provide that the insurer will not cancel the policy holder's coverage without thirty (30) days prior notice to Associated Students; that Associated Students and its employees, officers, agents and volunteers are included as additional insureds; and that Associated Students and its employees, officers, agents and volunteers shall not be responsible for any premiums or assessments on the policy. Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Associated Students, and the Contractor agrees that no work or services shall be performed before the giving of such approval.

**Indemnification** Contractor shall indemnify, hold harmless, and defend and the State of California, the Board of Trustees of the California State University, CSULB, Associated Students, and their respective officers, employees, agents, and volunteers against any and all liability, loss, damage, expense, costs of every nature and causes of actions arising out of or in connection with the service provided by the Contractor.

**Assignment** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without prior written consent of Associated Students. All subcontractors shall be approved in advance by Associated Students.

**State and Federal Taxes** As neither Contractor nor Contractor's employees, agents or subcontractors are employees of Associated Students, Contractor is responsible for paying all required state and federal taxes. Therefore (although not limited to) the following conditions apply:

- Associated Students will not withhold FICA (Social Security) from the Contractor's payments;
- Associated Students will not make state or federal unemployment insurance contributions on behalf of Contractor;
- Associated Students will not withhold state or federal income tax from payment to Contractor; \*
- Associated Students will not make disability insurance contributions on behalf of Contractor;
- Associated Students will not obtain worker's compensation insurance on behalf of Contractor.

\* The amount of compensation described in Article 2 may be reduced by any applicable federal or state income taxes that are required to be withheld by the Associated Students in accordance with Internal Revenue Service and California Franchise Tax Board rules and regulations. The Contractor agrees to furnish the Associated Students with any required tax information in order for the Associated Students to determine whether federal or state taxes are required to be withheld.

## ARTICLE 6. OBLIGATIONS OF ASSOCIATED STUDENTS

**Cooperation** Associated Students agrees to comply with all reasonable requests (as determined reasonable by Associated Students) of Contractor and provide access to all documents that Associated Students deems necessary to the performance of Contractor's duties under this Agreement.

## ARTICLE 7. TERMINATION OF AGREEMENT

Either Associated Students or Contractor may terminate performance under this Agreement at any time by notifying the other party in writing at least seven (7) days in advance of the effective date of termination specified in the notice. Associated Student's obligation for payment for services provided by the Contractor shall be limited to those services (as described in Article 4) performed prior to the termination date.

## ARTICLE 8. GENERAL PROVISIONS

**Notices** Any notices to be given hereunder by either party to the other may be effected in writing by personal delivery or by mail. Mailed notices shall be addressed to the parties at the addresses appearing on the last page of this Agreement, but each party may change the address by written notice in accordance with this paragraph.

**Entire Agreement of the Parties** This Agreement supersedes any and all agreements, either oral or in writing, between the parties with respect to the rendering of these services referred to in Schedule A by Contractor to Associated Students and shall be considered the Agreement in its entirety. Each party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

**Partial Invalidity** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and be binding on the parties.

**Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State of California.

Is the Contractor a United States citizen or Permanent Resident? (Check one)

Yes  No

**This agreement is valid only when signed by the ASI Executive Director or designee and accompanied by an IRS Form W-9 and EDD Form DE-542 completed by the Contractor. No other group or individual is authorized to commit the assets or funds of ASI.**

**Contractor:**

**Associated Students, California State University, Long Beach:**

Name \_\_\_\_\_

Project Manager: \_\_\_\_\_

Address \_\_\_\_\_

1212 Bellflower Boulevard

\_\_\_\_\_

Long Beach, CA 90815-4199

X \_\_\_\_\_

X \_\_\_\_\_

Signature

Executive Director or designee

Social Security or Taxpayer I.D. \_\_\_\_\_

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