**SERVICES AGREEMENT**

**Between the University of Vermont**

**and**

**[Name of Consultant]**

**Consultant:**

**[NAME]**

**[ADDRESS]**

**[PHONE AND EMAIL]**

**Time period**:

[Start and End Dates]

**Services to be Performed/Products to be Delivered:**

Consultant agrees to provide the following Services (and or Products) to the University of Vermont (“UVM”):

1. Description of Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Scope of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Schedule of Deliverables (with timetable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. [additional lines if needed]

**Terms of Payment**

UVM will pay Consultant an hourly rate [or flat rate] of $\_\_\_\_\_\_\_. The *total value of the contract*, including any/all reimbursable expenses, is not to exceed $\_\_\_\_\_\_\_\_\_\_. Invoices will itemize hours worked (specifying individual’s name) and describe work accomplished.

Invoices will be submitted [monthly], payable net thirty (30) days, and addressed to:

[UVM Department]

University of Vermont

[Address]

Upon approval of invoice, payment will be made to [Consultant Name/Payee].

Reimbursed Expenses (*if applicable*): UVM will reimburse expenses related to this consultancy in an amount not to exceed $\_\_\_\_\_\_. All expenditures must be accompanied by itemized receipts.

* Travel (in accordance with UVM policy found at <http://www.uvm.edu/policies/travel/travel.pdf>): [describe allowable expense and method of calculating reimbursement]
* Meals: [describe allowable expense and method of calculating reimbursement]
* Lodging: [describe allowable expense and method of calculating reimbursement]

A final invoice will be required no later than [Date].

**Representations**

Consultant represents itself to be a professional entity whose staff has the requisite skills, training and tools to perform the services specified herein. Consultant’s staff will use their professional knowledge and judgment to perform those services, in accordance with any applicable federal, state or local law and regulations.

**UVM Policies**

Consultant shall abide by all applicable UVM policies, including but not limited to its *Tobacco-Free Policy,* which applies to all individuals providing goods or services on UVM-owned or leased property and vehicles, and *all vehicles* parked on UVM property. This and other UVM policies are available at: <http://www.uvm.edu/policies>.

**Indemnification**

Consultant will indemnify and hold UVM harmless from and against any claims, actions, liabilities, damages, and expenses (including attorneys' fees) including loss of life, bodily injury or damages to property arising from any negligent or intentional wrongful act or omission by Consultant.

**Limitation of Liability**

Neither party shall be liable to the other party or third parties for any incidental, special, indirect, punitive, exemplary or consequential damages, including but not limited to loss of time, profit or goodwill, or economic loss, as a result of either party’s actions or omissions related to its performance of this Agreement, even if either party has been advised of or is aware of the likelihood of such damages.

**Insurance**

Consultant shall obtain and maintain insurance in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from its obligations pursuant to this Agreement.

If Consultant will drive on UVM’s premises, Consultant shall maintain automobile liability insurance in an amount not less than $1 million per occurrence for bodily injury and property damage.

If Consultant has employees, Consultant shall maintain standard worker’s compensation as required by Vermont state statute and employers liability insurance in an amount not less than $100,000 per accident, $500,000 annual aggregate.

**No Third-Party Beneficiaries**

This Agreement shall be binding upon, and inure solely to, the benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Independent Contractor Relationship**

Consultant’s relationship with UVM is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Consultant is not authorized to make any representation, contract or commitment on behalf of UVM unless specifically requested or authorized in writing to do so by UVM.

Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. No part of Consultant’s compensation will be subject to withholding by UVM for the payment of any social security, federal, state, workers compensation, or any other employee payroll taxes. Consultant is not eligible for any UVM employee benefits, including but not limited to health insurance, and waives all rights to such benefits.

**Consulting Project Inquiries**

Consultant agrees to refer any third party or media inquiries regarding this consultation promptly to the UVM Communications Office. Consultant also agrees to refer any inquiries regarding public rights of access to meetings or documents immediately to the UVM Office of the General Counsel.

**Termination**

This Agreement will expire on \_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_, the “Termination Date”, and may thereafter be renewed only upon mutual agreement of the parties in writing. Either party may terminate the Agreement for convenience upon twenty (20) days prior written notice. The Agreement may be terminated immediately for material breach upon written notice to the breaching party.

In the event Consultant terminates this Agreement prior to its completion, UVM shall have no further payment obligation. In the event UVM terminates this Agreement for its convenience prior to the Termination Date, Consultant will receive a pro rata contract price based upon the percentage of work completed as of the Termination Date. If UVM terminates the Agreement for material breach by Consultant, Consultant will be paid only for work satisfactorily completed as of the date of notice of termination. Consultant agrees that upon notice of termination by UVM, Consultant will cease all work under the Agreement, unless the parties mutually agree in writing that certain work and/or transition services will be completed.

Upon any expiration or termination, the parties shall promptly, as applicable: remit all amounts due and payable; destroy/return confidential information; return equipment and/or materials; and return all means of access to any UVM facilities, databases and/or other electronic information.

**Waiver**

The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by either party.

**Assignment**

Neither party may assign or subcontract this Agreement without the prior written consent of the other.

**Non-Discrimination**

Consultant shall abide by all applicable federal, state, and local laws respecting non-discrimination in employment and non-segregation of facilities, including the requirements set out at 41 CFR §§ 60-1.4, 60-300.5(a), and 60-741.5(a), which equal opportunity clauses are hereby incorporated by reference. The latter two regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability. These regulations also require affirmative action by covered vendors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities. Additionally, Consultant will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.

**Governing Law**

This Agreement will be construed and interpreted in accordance with, and governed by, the laws of the State of Vermont, without regard to the choice of law provisions of any jurisdiction.

**Entire Agreement**

This Agreement constitutes the entire understanding between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be modified by mutual agreement of the Parties in writing.

AS AGREED BY THE PARTIES:

For [Consultant Name]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date:

For University of Vermont:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: Purchasing and Contract Specialist

Date: