



INFORMATION TECHNOLOGY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, **20**____, in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, on behalf of **California State University, Monterey Bay**, hereinafter referred to as “**CSUMB**”, and _____, hereinafter referred to as “Contractor.” Hereinafter individually referred to as “Party” or collectively referred to as “Parties.”,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulation of CSUMB hereinafter expressed, does hereby agree to furnish to CSUMB the services and materials as stated below under the following terms and conditions:

1) Duration of Agreement

This Agreement covers the period of _____ through _____, unless terminated earlier under the provisions of this Agreement.

2) Commencement of Work

Contractor shall not commence work under the Agreement until:

- a) Contractor has received a fully executed Agreement and has been given approval by a CSUMB Point of Contact (See section 8).
- b) Vendor has established a profile as a CSUMB vendor on PaymentWorks, initiated by a CSUMB Point of Contact (See section 8).

3) Scope of Work

The Contractor will provide CSUMB with the following services: *(Or reference an attached Scope of Work, Proposal, or Quote)*

4) Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work.

5) Specific Arrangements

This Agreement serves as a blanket Agreement with CSUMB, establishing general provisions and eliminating the need for re-execution of complete agreement documents each time a service is requested. If a need for service arises, the CSUMB requester will contact the Contractor for an individual written quote for the specific services requested. The quote may be approved by the CSUMB Point of Contact(s) indicated below. If the specific request or quote contains additional contractual provisions, those provisions must be approved in writing by an authorized official of CSUMB. In the event of any conflict, the terms of this Agreement shall prevail. CSUMB does not guarantee any minimum amount of business during the term of this Agreement.

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6) Remuneration

In consideration for the performance of service, CSUMB shall pay the Contractor up to the cumulative amount of the purchase order or approved quote, not to exceed the total amount. Contractor shall submit a detailed invoice for services rendered.

Provided that all deadlines and deliverables are fulfilled by the Contractor, payment in full will be payable to _____ as described in the payment terms above.

7) Tax Withholding

It is understood that CSUMB shall withhold from the compensation, as described above, the full amount of any and all taxes required to be withheld by the laws of the State of California. CSUMB is required to withhold taxes in the amount of seven (7) percent from all payments made to **nonresident Contractors** when payments exceed \$1,500.00 in a calendar year. CSUMB will pay such amount withheld directly to the California Franchise Tax Board to be credited to the Contractor's California State Income Tax Account(s), settlement of which must be made by the Contractor with the State of California through the State of California Franchise Tax Board.

8) Point of Contact

CSUMB Point of Contact:

Name _____
Title _____
Phone Number _____
Email _____

Contractor Point of Contact:

Name _____
Title _____
Phone Number _____
Email _____

9) Independent Status

The Contractor is not to be considered an agent or employee of CSUMB for the purposes of this contracted service, and no joint venture or principal-agent relationship exists. The Contractor is not entitled to any of the benefits that CSUMB provides its employees.

10) Termination

Excluding Force Majeure events (See section 13), Either Party may terminate this Agreement without cause by giving 30-days prior written notice. Should this occur, payment will be made for work satisfactorily completed. Should termination occur as a result of Contractor's default, CSUMB shall be entitled to collect from Contractor any cost required to rectify and correct damages.

11) Agreement

This Agreement incorporates the CSU General Provisions for Service Acquisitions, located online at <http://www.calstate.edu/gp>, and referenced on the pending Purchase Order. The authorized signatures affixed below indicate consent to the terms of this Agreement. This Agreement also includes terms and



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rates stated in any attached rate sheet. In the case of any discrepancies between CSUMB and the Contractor, the order of predominance is as follows:

- This Agreement
- CSU General Provisions for Service Acquisitions
- Rate Sheet, if applicable

Contractor Initial

12) Branding

Contractor may not use CSUMB's name or logo in any marketing or promotional media without the prior expressed written permission of CSUMB.

13) Voluntary Product Accessibility Template

Contractor will submit a Voluntary Product Accessibility Template (VPAT) for each unique product/service offered (i.e. applications running on multiple platforms, unique interfaces and devices). Instructions and template located online at:

http://teachingcommons.cdl.edu/access/procurement_process/CSU_Accessibility_Documentation_Review_Process.shtml

14) Use of Data

Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

15) Smoke and Tobacco Free Campus

Please be aware that the University is a smoke and tobacco free campus. This includes, but is not limited to, vaping, chewing tobacco, e-cigarette, cigarette, and marijuana (medical or recreational).

16) Force Majeure

Neither the Contractor nor CSUMB shall be liable for termination or the failure to appear, present or perform if such termination or failure is caused by a Force Majeure event directly affecting either Party.

Force Majeure shall mean acts of a public enemy; fires; floods; explosions; incidences of disease or illness that reach epidemic, endemic, or pandemic proportions; quarantine restrictions; freight embargos; strikes; boycotts; obstructive actions by labor organizations; demonstrations; riots; earthquakes; tidal waves; landslides; tsunamis; tornados; named storms; and other acts of God not attributable to the fault, negligence, or willful misconduct of the Party claiming Force Majeure, is outside of the reasonable control of such Party, and could not have been prevented through the exercise of due care and reasonable diligence by the Party claiming Force Majeure.

17) Insurance

Contractor shall furnish to CSUMB, prior to commencement of work, a certificate of insurance stating that there is General Liability coverage presently in effect for the Contractor with a combined single limit of not



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less than \$2,000,000 per occurrence, and \$4,000,000 aggregate, that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence, and Workers' Compensation statutory including Employer's Liability Insurance with limits of \$1,000,000 per accident, per disease and per employee as required by law, including a waiver of subrogation by endorsement in favor of the named insureds for the Workers' Compensation. The State of California, Trustees of the CSU, CSUMB, University Corporation at Monterey Bay, and each of their officers, directors, employees and agents shall be named as additional insured by endorsement.

Under certain circumstances, a waiver or modification of the above insurance requirements may be considered by CSUMB and adequately documented and attached to this agreement.

18) Indemnification

The Contractor agrees to indemnify, defend and hold harmless the State of California, Board of Trustees of the California State University, the California State University, CSUMB, CSUMB Foundation, University Corporation at Monterey Bay, each of their officers, directors, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, and is effective upon the date first above written.

**California State University, Monterey Bay
Trustees of the California State University**

Contractor

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

ADDRESS

DATE

BY: _____
Sandra Amorim Ruiz
Director of Procurement and Contract Services
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DATE