

**UNIVERSITY OF MAINE SYSTEM  
CONTRACT FOR SERVICES  
(not for use for architectural or engineering design contracts)**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the University of Maine System, hereinafter referred to as the "University", and \_\_\_\_\_, hereinafter referred to as "Contractor".

**WHEREAS**, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

**1. Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Attachment A**, hereby incorporated by reference.

**2. Term:** This Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated earlier as provided in this Contract.

**3. Payment :**

- a. The total of **all** payments made against this contract shall not exceed \$\_\_\_\_\_. Any expenses not listed here will not be reimbursed.
- b. The University shall compensate the Contractor at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.
- c. Reimbursement for travel:

\_\_\_\_\_ All travel, lodging and meals are part of the compensation described in section 3(a). No additional reimbursement will be made.

**OR**

\_\_\_\_\_ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$\_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

- d. Other expenses (postage, printing, phone, etc.) shall not exceed \$\_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

**4. Termination:** This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.

**5. Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.

**6. Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.

**7. Modification:** This Contract may be modified or amended only in a writing signed by both parties.

**8. Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.

**9. Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.

**10. Administration:** \_\_\_\_\_ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.

**11. Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.

**12. Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

**13. Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.

**14. Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

**15. Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.

**16. Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.

**17. Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.

**18. Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.

**19. Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any

of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

**20. Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

**21. Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**22. Accessibility:** If the solution, services or deliverables include any technological human interface or materials, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, reports, emails, etc., the Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of "Section 508 of the Rehabilitation Act of 1973" as amended as of the date of this agreement, and the "Web Content Accessibility Guidelines (WCAG) 2.0 level AA" published by [www.w3.org](http://www.w3.org).

- e. If the solution includes any end-user-facing technological human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, etc., the Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and vendor further agrees to indemnify and hold harmless the University of Maine campuses and system or any university entity using the Contractor's products or services from any claim arising out of its failure to comply with the aforesaid requirements.
- f. The University, at its discretion, may at any time test the vendor's products or services covered by this agreement to ensure compliance with Section 508 and WCAG 2.0 level AA. Testing that results in findings of non-compliance, shall result in a 25% reduction in the total cost of the products and/or services covered by this agreement if the non-compliance is not corrected within 30 days of being reported to the vendor in writing. All withheld amounts will be paid to the vendor upon correction of the non-compliance and acceptance by the University. Said acceptance not to be unreasonably withheld.
- g. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and refund of all fees paid by the University.

**23. Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**24. Insurance Requirements and Proof of Insurance (prior to performance of service): Attachment B, hereby incorporated by reference.** The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

**25. \_\_\_\_\_ If checked, Standards for Safeguarding Data: Rider C, hereby incorporated by reference (additional signatures required)**

**26. Counterparts and Authority:** This Contract may be signed in any number of counterparts, each of which is an original copy of this Contract and all of which taken together shall constitute one agreement. The person signing on behalf of each Party represents that he or she has the right and power to execute this Contract on behalf of such Party. Signatures delivered via email in PDF format or by fax shall be effective.

**27. Signatures:**

FOR THE UNIVERSITY OF MAINE SYSTEM:

FOR THE CONTRACTOR:

BY: \_\_\_\_\_  
(signature)

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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

Univ. Acct.# \_\_\_\_\_

Tax ID #: \_\_\_\_\_

**Per University policy, "Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer, or designee, and it is not approved, valid or effective until such written approval is granted."**

BY: \_\_\_\_\_

Title: \_\_\_\_\_  
Chief Procurement Officer or designee

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

**Attachment A**

**Specifications of Work to be Performed**

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

**UNIVERSITY OF MAINE SYSTEM  
CONTRACT FOR SERVICES  
INSURANCE REQUIREMENTS**

**ATTACHMENT B**

**Contractor's Liability Insurance:** During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations  (Written on an Occurrence-based form)  (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability  (Including Hired & Non-Owned)  (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation  (In Compliance with Maine and Federal Law)	Required for all personnel
4	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
5	Marine General Liability  (Any maritime or marine services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

**The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.**

Certificates of Insurance for all of the above insurance shall be filed with:

**The University of Maine System  
5703 Alumni Hall  
Orono, ME 04469**

with copy to:

**Risk Management  
46 University Drive  
Augusta, ME 04330**

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

**If this is your first time doing business with the University Of Maine System please complete the New Supplier Request form on our website at:**

**[www.maine.edu/UMSVENDOR](http://www.maine.edu/UMSVENDOR) *(CASE SENSITIVE)***

**You will be required to submit a current w-9 Form to [umsvendor@maine.edu](mailto:umsvendor@maine.edu) or via Fax 207-581-2698.**