

## APPENDIX A, SERVICE AGREEMENT TEMPLATE



*An Equal Opportunity University*

### Western Washington University – Services Agreement

Contract ID #: ID#

Contract Type: Service

WWU Responsible Department: Submitting Department

This contract is entered between **WESTERN WASHINGTON UNIVERSITY**, 516 High St., Bellingham, WA 98225, hereinafter referred to as “University”, and **CONTRACTING PARTY**, Street Address, City, State Zip, hereinafter referred to as “Contractor”.

#### Description of Performance/Service:

**1. Description of Performance/Service:**

Enter brief description

**2. Scope of Work:**

Enter detailed Scope of Work

**3. Contract Term:**

The initial term of this agreement shall be from mm/dd/yyyy to mm/dd/yyyy. If both parties agree, the term of this agreement may be extended through a written amendment signed by both parties.

If the Agreement was awarded via a competitive bid process (RFP, RFQ, RFQQ), and the Agreement allows for optional renewal terms, the written notice of each extension must be given to the Contractor at least thirty (30) days prior to the expiration date of such term or extension, unless expressly outlined in bidding documentation.

**4. Pricing & Payment:**

The University agrees to pay the Contractor a professional fee of \$xx.xx for the performance of work as set forth in the Scope of Work Section above, not including travel expenses. Payment for satisfactory performance of the work shall not exceed \$xx.xx unless the parties mutually agree to a higher amount in writing. The fee will be paid via method of payment.

Specific payment structure information, if applicable:

Changes in pricing may be requested at the time of renewal and adjusted upon written mutual consent of both parties. Requests for pricing changes must be submitted sixty (60) days prior to the end of the contract term.

Any travel authorized by this agreement must comply with current State of Washington travel per diem rates which can be found at [www.ofm.wa.gov](http://www.ofm.wa.gov). Estimated travel expenses of per diem lodging, airfare, mileage, etc. for this agreement are not to exceed enter travel \$ costs.

Payment shall be contingent upon review and acceptance of the Contractor's deliverables by the University.

**5. Billing Procedures:**

The University will pay the Contractor within 30 days of receipt of properly completed invoices or acceptance of deliverables, whichever is later. Invoices shall be submitted to the University's Accounts Payable department at the address below:

Western Washington University  
Business Services – Accounts Payable Department  
PO Box 218  
Bellingham, WA 98227  
[Accounts.Payable@wwu.edu](mailto:Accounts.Payable@wwu.edu)

**6. Attachments:**

The Contract Documents, except for Modifications issued after execution of the Agreement, will consist of the following (in order of precedence): List supporting documents RFP, their response etc

- A.
- B.

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the order of precedence shown above.

**7. Independent Contractor:**

The University shall view the legal position of the Contractor as an 'Independent Contractor,' and that all persons employed to furnish services hereunder are employees of the Contractor and not of the University.

Further, the University shall not be liable for any of the Contractor's acts or omissions performed under this or other Agreements to which Contractor is a party.

**8. Indemnification and Hold Harmless:**

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless Western Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from the Contractor's performance or non-performance of the Contract. "Claim" as used in this Contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless Western Washington University for any claim arising out of or incident to the Contractor's or its subcontractor's performance or non-performance of the Contract, except for claims arising out of the negligence or willful misconduct of Western Washington University.

The terms of this provision shall survive the termination of the Contract.

**9. Termination:**

This Agreement may be canceled under the following conditions:

- A. In the event the Contractor does not perform the work in accordance with the terms of this contract, this agreement shall be terminated. Cancellation of this provision may be immediate.
- B. As provided in this contract, either party may terminate this contract with 30 calendar days written notice, beginning on the second day after the mailing. If this contract is so terminated, the University shall be liable only for payment required under the terms of this contract for services rendered prior to the effective date of termination.

**10. Insurance:**

Prior to the commencement of work, Contractor shall furnish, along with the signed Contract, a standard certificate(s) of insurance for Commercial General Liability (CGL), Business Auto Liability, and Worker's Compensation to:

Contract Administration Office  
Western Washington University  
Business Services  
516 High St, MS-1420  
Bellingham, Washington 98225

All insurance will be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VIII or better in the most recently published edition of AM Best's Reports.

The insurers shall provide Western Washington University with 30 calendar days advance written notice before cancellation, non-renewal or material change in coverage of insurance required herein.

Western Washington University, its trustees, officers, directors, employees, agents and volunteers shall be named as an additional insured and the Contractor shall waive all rights against Western Washington University for recovery of damages to the extent these damages are covered by insurance policies maintained by the Contractor pursuant to this agreement. This provision shall not apply to Worker's Compensation.

All insurance provided in compliance with this agreement shall be primary and shall not contribute to any other insurance or self-insurance programs afforded to or maintained by Western Washington University, and shall contain a Separation of Insureds Clause (Cross Liability).

The Contractor shall cause each of its subcontractors, if applicable, to maintain insurance of the type specified herein for the Contractor. When requested by the University, the Contractor shall provide certified copies of the subcontractor's certificates of insurance. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility to the University.

**11. Loss of Funding:**

In the event that funding necessary to the University's performance under this Agreement is withdrawn, reduced or limited in any way after the effective date of this Amendment and prior to its normal completion, due to the University's budgetary constraints or the elimination of one or more of the University's programs, the University may summarily terminate this Agreement as to the funds withdrawn, reduced or limited or the elimination of a program notwithstanding any other

termination provisions of this Agreement. If the level of funding is withdrawn, reduced or limited or the elimination of a program is so great that the University deems that the continuation of the performance of obligations covered by this Amendment is no longer in the best interest of the University, the University may summarily terminate this Agreement in whole notwithstanding any other termination provision of the Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

**12. Equal Opportunity/Nondiscrimination:**

Discrimination on the basis of race, color, religion, national origin, sex, age, veteran status, and disability is prohibited by federal statute. In addition, Washington State law prohibits discrimination based on marital status, creed, sexual orientation, gender identity and expression, and the use of a trained guide dog or service animal by a disabled person. University policy likewise prohibits discrimination based on these protected characteristics. The University is committed to providing equal employment opportunity and prohibiting illegal discrimination in the recruitment and admission of students, the employment of faculty and staff and the operation of University programs, activities and services.

The Contractor agrees not to discriminate against any client, employee, or applicant for employment or services in the performance of this contract on the basis of race, color, religion, creed, national origin, sex, gender identity or expression, age, sexual orientation, veteran status, marital status, disability and the use of a trained guide dog or service animal by a disabled person.

**13. Affirmative Action:**

The University develops and implements an effective and defensible affirmative action compliance program for the following affected groups: American Indians and Alaska Natives, Asians, Native Hawaiian and Other Pacific Islanders, Blacks and African Americans, Hispanics, women, individuals with disabilities, and protected veterans.

Any contractor who also contracts with the federal government will comply with the affirmative action requirement as mandated by the Office of Federal Contract Compliance Programs.

**14. Sexual Harassment:**

University policy prohibits sexual harassment. Sexual harassment is a form of sex discrimination prohibited by federal and state laws. When the University becomes aware of allegations of sexual harassment, it must investigate those allegations, stop the harassment if it is found to exist, and take measures to ensure a working and learning environment that is free of sexual harassment.

Acts of sexual harassment by the Contractor's personnel or agents may result in actions by the University to remove the contractor from the qualified bidders list, suspend the contract until such time as acts are remedied, or to terminate the contract.

**15. Violation:**

Any contractor who is in violation of this equal opportunity and nondiscrimination clause shall be barred from receiving awards of any contract or purchase order from the University unless a satisfactory showing is made that discrimination practices have terminated and that a recurrence of such acts is unlikely. Any violation of this provision shall be considered a material violation of

this Agreement and shall be grounds for cancellation or suspension, in whole or in part, of this Agreement by the University.

**16. Force Majeure:**

The obligations of the parties shall be suspended and excused if the performance of either is prevented or delayed by acts of nature, earthquakes, fire, flood, or the elements, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war, compliances with any directive, order or regulation of any governmental authority or representative thereof made under claim or color of authority; loss or shortage of any part of the Contractor's own or customary transportation or delivery facilities, or for any reason beyond the control of the Contractor or University whether or not similar to the foregoing.

**17. Publicity & Using the University's Name, Logo, or Other Identifying Marks:**

**A. Publicity**

Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific, written authorization in advance of University management.

**B. Using the University's Name, Logo or Other Identifying Marks**

The Contractor recognizes and acknowledges that all rights and goodwill in the University's name, logo and other identifying marks are the exclusive property of the University. The Contractor may include the University's name, logo or other identifying marks on its website or other media with prior written permission from the Office of University Communications at (360) 650-3350. Such use must comply with the University's Identity Information, including its logo usage, outlined on the Brand Central webpage of the Office of University Communications website (<http://news.wvu.edu>). The University reserves the right to terminate the Contractor's license or permission for such use at any time and without cause being stated.

**C. Affiliation**

The University may announce its affiliation with the Contractor on its website or other media in a manner deemed mutually acceptable to both Parties.

**18. Confidential Information:**

The Contractor acknowledges that all information obtained during the term of this Agreement remains confidential in nature and shall not be disclosed or transferred without the prior written approval of the University.

**19. Prohibition Against Assignment:**

Neither this Agreement nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

**20. Minority and Women's Business Enterprises:**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of

Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis or as a subcontractor to the contractor.

However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference shall be included in evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and bids/proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

**21. Waiver and Severability:**

No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

**22. Governing Law:**

This contract shall be governed in all respects by the law and statutes of the State of Washington. The venue for any action hereunder shall be in the Superior Court for Whatcom County, Washington.

**23. Whole Agreement:**

This Agreement is the complete and exclusive statement of the Agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. No modification of this Agreement will be binding on either party except as a written addendum signed by an authorized agent of both parties.

The Contractor and the University hereby agree to all provisions of this Agreement:

FOR THE CONTRACTOR:  
**CONTRACTING PARTY**

FOR THE UNIVERSITY:  
**WESTERN WASHINGTON UNIVERSITY**

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SIGNED

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SIGNED

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DATE

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DATE