



COMMONWEALTH OF VIRGINIA
RADFORD UNIVERSITY
PROCUREMENT AND CONTRACTS
POB 6885
RADFORD, VIRGINIA 24142

SERVICES AGREEMENT

To be used by University departments for services or engagements provided by vendor **not costing over \$10,000 when the vendor does not provide their own contract/proposal for signature**. This Agreement, along with the Independent Contractor/Employee Status Certification Form, is attached to a PR in eVA and submitted for approval. This Agreement must be accompanied by an approved purchase order issued to the Contractor.

Type of Service: Performance Agreement Speaker Agreement *Services
**To include adjudicators, independent contractors, athletic services, game officials, writers*

This Agreement made this ____ day of _____, 20____, by and between Radford University (hereinafter referred to as the "University") and _____ (herein referred to as the "Contractor").

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

Place of Service: _____
(Where are services being performed?)

Date of Service: Begin: _____ End: _____

COMPENSATION: The Contractor shall be paid by the University a flat fee of \$_____ * to be paid by University check to the Contractor 30 days after receipt of invoice or 30 days after receipt of services or deliverables, whichever is later. (**Amount shall be inclusive of all associated travel expenses.*)

SPECIFIC AGREEMENT:

Overview of Services Provided:

Deliverables to be provided upon completion of work:

Checklist:

COVA W-9 Provided _____

Independent Contractor/Employee Status Certification Form completed _____

PR Number _____

General Terms and Conditions

- 1) **AGENT'S WARRANTY:** If an agent is signing on behalf of Contractor, the agent signing below warrants that he or she is authorized to agree to each of the provisions of this Agreement on behalf of Contractor.
- 2) **APPLICABLE LAWS:** This contract shall be governed in all respects, whether to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia and may be enforced in any state or federal court of competent jurisdiction located in the Commonwealth of Virginia.
- 3) **ASSISTANCE:** The University agrees upon request of the Contractor to furnish, or otherwise make available to the Contractor, copies of existing non-proprietary materials in the possession of the University that are reasonably related to the subject matter of this Agreement and are necessary to the Contractor for completion of his/her performance under this contract.
- 4) **COLLATERAL CONTRACTS:** Where there exists any inconsistency between this contract and other provisions of collateral contract agreements which are made a part of this contract by reference or otherwise, the provisions of this contract shall control.
- 5) **CONFIDENTIALITY:** The Contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract period, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access or store personally-identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractor shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- 6) **CONTRACTOR'S RESPONSIBILITIES (Performing Artist, Speaker, etc.):**
 - (a) Contractor consists of the following individual(s):

Each member of Contractor's group agrees and understands that he or she is obligated under this Agreement jointly and severally.

- (b) Contractor will provide, in advance, any written materials or outlines to be handed out in connection with the Engagement.
 - (c) Contractor will provide the following equipment for the Engagement (as defined below or as per attached Contractor's rider): _____
 - (d) The University will provide the following equipment for the Engagement (as defined below or as per attached Contractor's rider): _____
 - (e) Contractor must strictly adhere to the date(s) and starting and finishing times of the Engagement.
 - (f) Contractor must comply with all federal, Commonwealth of Virginia ("COVA") state, and local laws and all University regulations, rules and policies.
 - (g) No weapons, alcoholic beverages or illegal substances of any kind shall be brought on the premises.
 - (h) Contractor agrees to maintain a professional relationship before, during, and after the Engagement with the University's students and employees. The Contractor will not attend any parties after the Engagement or fraternize inappropriately with University students and employees.
- 7) **DEFAULT BY CONTRACTOR:** If the Contractor fails or neglects to comply with any provision of the Agreement, such failure shall be deemed a material breach and the University shall have the right, in its sole discretion, without prejudice to any other rights and remedies, to (a) terminate the Agreement and cancel the performance, (b) prorate or withhold payment of the fee, and/or (c) refuse to enter into future contracts with the Contractor. In

the event the Contractor fails to appear or perform, the Contractor agrees to reimburse the University for all documented expenses incurred within net 30 days after documentation is provided. The University reserves the right to reduce payment for the Contractor's failure to perform for the full amount of time specified in the Agreement or for substantial lateness of start time agreed upon in the Agreement.

- 8) **FINANCIAL RECORDS AVAILABILITY:** The Contractor agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is later. The University, its authorized agents, and/or state auditors shall have full access to and the rights to examine any of said materials during said period.
- 9) **FORCE MAJEURE:** The performance of the Services Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Engagement, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Engagement or to fully perform the terms of the Services Agreement. The Services Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party
- 10) **GENERAL PROVISIONS:** Nothing in this contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this Agreement or any interest he/she may have herein without the prior written consent of the University. This contract is subject to appropriations by the Virginia General Assembly.
- 11) **INDEMNIFICATION:** The Contractor agrees to defend, indemnify and hold harmless the University, its trustees, officers, faculty, students, employees and/or agents from and against all actions, claims, demands, damages, expenses, and liabilities (including attorney's fees) that arise from or are connected with the Engagement. Contractor also releases and waives any and all claims, demands, or causes of action against the University, its trustees, officers, faculty, students, employees and/or agents that arise from or are connected with the Engagement, any injury to employees, invitees, guests or agents of Contractor, or damage to or loss of any property of Contractor that is brought upon the premises, or exhibited, stored, or left upon the premises. Any such property left on the premises following the Engagement shall be considered abandoned by Contractor and may be discarded in accordance with the University's policy and procedures.
Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.
Neither the Contractor, his/her employees, assignees nor subcontractors shall be deemed employees of the Commonwealth of Virginia or of the University while performing under this contract.
- 12) **INDEPENDENT CONTRACTOR:** The Contractor agrees that they will be performing services as an independent contractor, company, corporation or other business entity and are not an employee of Radford University or any other Commonwealth entity. The Contractor further agrees that Radford University will not withhold any income taxes from its payment to the Contractor nor will University provide any employment benefits to the Contractor.
- 13) **INSURANCE:** The Contractor must have valid insurance in effect at the time of performance or service(s) and maintain during the life of this Agreement.
 - (a) Radford University must be shown as an additional insured.
 - (b) Certificate must be issued in advance of the date of the event(s) or service and show specific event(s), date(s) or term.
 - (c) The Certificate must indicate that, at a minimum, general liability coverage, worker's compensation coverage, and employer's liability coverage are carried, as applicable, as well as protection from claims for property damage with may arise from activities under this Agreement. Minimum limits required are based on the University's standard insurance coverages.

- 14) **INTEGRATION AND MODIFICATION:** This contract, in conjunction with an authorized Radford University purchase order, constitutes the entire Agreement between the Contractor and the University. No alteration, amendment or modification in the provisions of this contract shall be effective unless it is reduced to writing and signed by both parties.
- 15) **INVENTIONS AND COPYRIGHTS:** The Contractor is prohibited from copyrighting any papers, interim reports, forms, or other material and/or obtaining patents on any invention resulting from his/her performance under the Agreement.
- 16) **KICKBACKS:** The Contractor hereby certifies and warrants that, by his signature on this agreement, neither he nor the bidder/offeror for which he is authorized to act has offered or received any kickback from any other bidder/offeror or supplier, manufacturer, or subcontractor in connection with his bid/offer on this contract. A kickback is defined as an inducement for the award of the contract, subcontract, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything presented or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
- 17) **METHOD OF PAYMENT:** The Contractor shall submit a fully-itemized invoice that references the University contract or PO number, material/service description, quantities and unit price. Payment will be made **thirty (30)** days after receipt of proper invoice for amount of payment due, or **thirty (30)** days after receipt of goods/services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Act. Mail invoices to:

RADFORD UNIVERSITY
Accounts Payable
Post Office Box 6906
Radford, Virginia 24142-6906
Or email to: acctspayable@radford.edu

- 18) **NON-DISCRIMINATION:** In his/her performance of this contract, the Contractor warrants the he/she will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contract, state that such Contractor is an equal-opportunity employer, provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract.
The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- 19) **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives, or other documents prepared by the Contractor in the performance of its obligations under this contract shall be remitted to the University by the Contractor upon completion, termination or cancellation of this contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the University.
- 20) **PRESENTATION AND RELEASE:** The University shall have the right to make and use photographs, motion picture films, videotapes and/or audio recordings made by University, through its employees or agents, of the Engagement, including images of Contractor (collectively, "presentation material"), solely for University's use including, but not limited to, placing the presentation material on University's internet website or in any publication produced or sponsored by University. By signing below, Contractor gives to University an irrevocable, royalty-free, non-exclusive license to use, display, publish, exhibit, and distribute all or portions of the photographs, films, videotapes, audio recordings and copies of images recorded from the Engagement and all presentation material consistent with this Agreement.

- 21) **PURCHASING MANUAL:** This agreement is subject to the provisions of the *Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the University Procurement and Contracts Office and may also be viewed at <https://vascupp.org>.
- 22) **SECURITY:** The University does NOT provide security of any kind for the supervision or protection of any property of Contractor that is brought upon the premises or exhibited, stored, or left upon the premises by Contractor.
- 23) **SEVERABILITY:** Each paragraph and provision of this contract is severable from the entire contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 24) **TERMINATION:** In the event Contractor at any time fails to comply with any of the terms and conditions of this Agreement, the University reserves the right to terminate this Agreement without liability to the University.

OR (MUST PICK THE APPROPRIATE CLAUSE)

TERMINATION: The University may terminate this contract for its convenience upon 30 days written notice to the other party. The Contractor shall be paid for no service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of his/her work under this contract.

In the event of breach by the Contractor of this Agreement, the University shall have the right immediately to rescind, revoke or terminate the contract. In the alternative, the University may give written notice to the Contractor, specifying the manner in which the contract has been breached. If a notice of breach is given and the Contractor has not substantially corrected the breach within seven (7) days of receipt of the written notice, the University shall have the right to terminate this contract.

In the event of rescission, revocation or termination, all documents and other materials related to the performance of this contract shall become the property of the Commonwealth of Virginia.

By signing below, the Contractor agrees to the terms of this Agreement:

CONTRACTOR: _____

Authorized Signature

Print Name

_____ Title _____ Date

Address

City/State/Zip

Telephone Number/Fax Number

Email address