**Contract No. C**#<Insert OGC Number>

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| **SPONSOR** | **RECIPIENT** |
| <**insert sponsor name**> (“SPONSOR”) | **CSU Fullerton Auxiliary Services Corporation** (“**ASC**”)  *ASC, a non-profit corporation which is a recognized auxiliary organization serving California State University, Fullerton (CSUF), operating pursuant to California Education Code § 89900, et seq. and California Code of Regulations Title 5, § 42400, et seq.* |
| Address: | Address: 1121 N. State College Boulevard  Fullerton, CA 92831-3014 |
| Amount: $xxx.00 | TIN: 95-2081258 |
| Effective Period: <specify period covered> | DUNS: 106670755 |

**General Terms and Conditions**

SPONSOR and ASC may be referred to individually as a “Party,” and collectively as “Parties.”

1. **Scope of Work and Budget.** ASC shall be responsible for the tasks described in the Statement of Work (“WORK”) which is attached and incorporated herein as Exhibit A. In consideration of the work to be conducted by ASC, SPONSOR shall pay ASC amount not to exceed contract amount**,** in accordance with Exhibit B, attached hereto.

2. **Billing and Payment.** ASC shall send an invoice to Sponsor in accordance with Exhibit B. SPONSOR agrees to pay each invoice in total, within thirty (30) days of receipt. Invoices shall be submitted to the Sponsor’s administrative contact provided in Exhibit C. Sponsor’s payment shall be by check, payable to “CSU Fullerton Auxiliary Services Corporation” and mailed to ASC’s administrative contact provided in Exhibit C.

3. **Termination.** Either Party may terminate this Contract upon thirty (30) days advance written notice to the other Party. Upon termination of this Contract, ASC agrees to submit all applicable deliverables to SPONSOR and SPONSOR agrees to compensate ASC for all expenses, including non-cancellable obligations, reasonably incurred by ASC in the performance of its work under this Contract through the date of termination.

4. **Modification or Waiver.** No part of this Contract shall be modified without the express written consent of both Parties. The waiver by one Party of any breach of any term or condition of this Contract shall not be construed as a waiver of any similar or other breach of any term or condition of this Contract. Nor shall said waiver be construed as a continuing waiver of the original breach.

5. **Independent Contractor.** ASC shall, during the entire term of this Contract, be construed to be an independent contractor and not an employee of SPONSOR. This Contract is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow SPONSOR to exercise discretion or control over the professional manner in which ASC performs the services that are the subject mater of this Contract. The services to be provided by ASC, however, shall be provided in a manner consistent with all applicable standards and regulations governing such services. ASC shall pay all salaries and wages, employees’ social security taxes, unemployment insurance and similar taxes relating to its employees and shall be responsible for all applicable withholding taxes.

6. **Assignment.**  No part of this Contract may be assigned by either Party without the prior written consent of both Parties.

7. **Indemnification.** SPONSOR agrees to defend, indemnify and hold harmless ASC, California State University, Fullerton (CSUF), the Trustees of the California State University, their officers, employees, students, and agents from and against all liability, loss, expense (including reasonable attorney’s fees), or claims for injury of damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorney’s fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the SPONSOR, its officers, employees, students or agents.

ASC agrees to defend, indemnify and hold harmless SPONSOR, its officers, employees, students, and agents from and against all liability, loss, expense (including reasonable attorney’s fees), or claims for injury of damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorney’s fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the ASC, its officers, employees, students or agents.

8. **Insurance.** Without limiting the parties indemnification, ASC and SPONSOR warrant that each party has and will maintain Workers’ compensation insurance coverage of not less than one million dollars ($1,000,000) per accident; General Liability insurance of not less than one million dollars ($1,000,000), and automobile Liability insurance of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

9. **Force Majeure.** If by reason of force majeure ASC’s performance hereunder is delayed, hampered or prevented, then the performance by the ASC shall be extended for the amount of time of such delay or prevention. The term “Force Majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest; embargo, riot, war, insurrection or civil unrest; any act of God, any act of legally constituted authority; or any other cause beyond ASC’s control, which would excuse the ASC’s performance as a matter of law. Each party agrees to give the other party written notice of an event of force majeure under this Paragraph within ten (10) days of the commencement of such event and within ten (10) days after the termination of such event. However, inadvertent failure to give notice shall not bar a party from giving such notice within a reasonable time thereafter.

10. **Nondiscrimination.** ASC and SPONSOR shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including those Acts and amendments prohibiting discrimination on the basis of race, color, natural origin, gender, handicap or disability, sexual preference, drug addiction and alcoholism.

11. **Retention of Records.** ASC and SPONSOR agree to maintain and preserve all records relative to this Contract, for three (3) years after termination. ASC and SPONSOR agree to permit each other or any of its duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and records related to this contract. Furthermore, all records related to this Contract shall be reasonably available for inspection by the State of California.

12. **Severability.** Should any part, term, or provision of this Contract, be declared or determined by any court or other tribunal or appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term, or provision shall be deemed stricken and severed from this Contract any and all of the other terms of this Contract shall remain in full force and effect.

13. **Disputes:** Resolution of disputes of a technical nature shall be resolved through good faith negotiations. Any dispute arising under or related to this Contract shall be resolved to the maximum possible extent through negotiations and settlement. Failing settlement, despite good faith efforts by both parties, any such unresolved issues may be addressed by employing whatever remedies exist in law or equity beyond this Contract.

14. **Applicable Law.** This Contract and any disputes concerning it shall be interpreted under the laws of the State of California.

15. **Debarment, Suspension, and Other Responsibility Matters.** Both Parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any United States federal department or agency.

16. **Entire Agreement.** This Contract, including any attachments, appendices and references, constitutes the entire Contract and supersedes any other written or oral representations, statements negotiations, or agreements.

For <name of SPONSOR> For CSU Fullerton Auxiliary Services Corporation

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Name Date Charles D. Kissel Date

Title: Title: Executive Director

**EXHIBIT A**

**SCOPE OF WORK**

**EXHIBIT B**

**\*\*\*\*IF COST-REIMBURSABLE\*\*\***

Billing and Payment: ASC shall send an invoice to SPONSOR monthly or quarterly (choose one) for all costs incurredin theprecedin**g** month. SPONSOR agrees to pay each invoice in total, within thirty (30) days of receipt.

BUDGET

Salaries and Wages …………………………………<$xxx.xx>

Fringe Benefits & Payroll Taxes…………………....<$xxx.xx>

Materials and Supplies……………………………....<$xxx.xx>

Travel……………………..………………………....<$xxx.xx>

Equipment…………………………………………....<$xxx.xx>

Total Direct Costs…………………………………....<$xxx.xx>

Facilities & Administrative Costs…………………....<$xxx.xx>

TOTAL………………………………………………<$xxx.xx>

**\*\*\*\*IF FIXED PRICE\*\*\***

**\*\*\*OPTION 1 – fixed payment\*\*\***

The total cost for this Contract shall not exceed xxx dollars ($xxx.00) for services performed in accordance with the Scope of Work. SPONSOR agrees to pay each invoice in total, within thirty (30) days of receipt.

Billing and Payment

At execution of the Contract ……………………<$xxx.xx>

At submission of 1st, 2nd, etc. progress report…..<$xxx.xx>

At submission of final report/completion …….., <$xxx.xx>

(depending on arrangement)

**\*\*\*OPTION 2 – task-based payment\*\*\***

The total cost for this Contract shall not exceed xxx dollars ($xxx.00) for services performed in accordance with the Scope of Work. ASC shall send an invoice to Sponsor following the schedule provided below. SPONSOR agrees to pay each invoice in total, within thirty (30) days of receipt.

Billing and Payment

Task Estimated submission date Cost

Xxx <specify date> <$xxx.xx>

**Exhibit C**

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| --- | --- |
| **SPONSOR** | **ASC** |
| Administrative Contact  Name:  Address:  Telephone:  Fax:  Email: | Administrative Contact  Name: <name of OSP Administrator>  Address: Administrator, Office of Sponsored Programs  CSU Fullerton Auxiliary Services Corporation  1121 N. State College Boulevard  Fullerton, CA 92831-3014  Telephone:  Fax:  Email:  TIN: 95-2081258 |
| Technical Point of Contact  Name:  Address:  Telephone:  Fax:  Email: | Principal Investigator  Name: <name of PI/Project Director>  Address: California State University, Fullerton  <Department name>  College of <specify college>  800 N. State College Boulevard  Fullerton, CA 92834-9480  Telephone:  Fax:  Email: |
| Financial Contact  Name:  Address:  Telephone:  Fax:  Email: | Financial Contact  Name: Sydney Dawes  Address: Director, Office of Sponsored Programs  CSU Fullerton Auxiliary Services Corporation  1121 N. State College Boulevard  Fullerton, CA 92831-3014  Telephone: (657) 278-4103  Fax: (657) 278-1403  Email: [sdawes@fullerton.edu](mailto:sdawes@fullerton.edu) |
| Authorized Official  Name:  Title:  Address:    Telephone:  Fax:  Email: | Authorized Official  Name: Charles D. Kissel  Title: Executive Director  Address: CSU Fullerton Auxiliary Services Corporation  1121 N. State College Boulevard  Fullerton, CA 92831-3014  Telephone: (657) 278-4100  Fax: (657) 278-1499  Email: [ckissel@fullerton.edu](mailto:ckissel@fullerton.edu) |