

**UNIVERSITY OF MASSACHUSETTS  
CONTRACT FOR SERVICES**

(P.O. No.) \_\_\_\_\_  
(Bid No.) \_\_\_\_\_

This agreement is made and entered into on \_\_\_\_\_ (contract start date) by and between the University of Massachusetts, \_\_\_\_\_ (Campus), (hereinafter called "University"), an agency of the Commonwealth of Massachusetts and

\_\_\_\_\_  
(Contractor's legal name and address)  
(hereinafter called the "Contractor" and collectively the "Parties").

1. **Scope of Services.** The Contractor agrees to perform the services described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or if applicable, in the Attachment attached hereto and made a part hereof. (All Attachments must be specifically labeled, e.g., "Attachment A, consisting of 'n' pages," and initialed by authorized representatives of both Parties.) Only those attachments specifically referenced in this Contract shall apply. The terms and conditions as contained in this Contract and any agreed upon amendments to the terms and conditions of this Contract included in an amendment shall take precedence over any conflicting terms as may be attached hereto.

2. **Term of the Contract:** From: \_\_\_\_\_ To: \_\_\_\_\_  
(Start Date) (Completion Date)

3. **Responsible University Official:** The University Official exercising managerial and budgetary control for this Contract shall be:

\_\_\_\_\_  
(Name and Title)

4. **Payment:**

A. The University shall compensate the Contractor for the services rendered at the rate of \$\_\_\_\_\_ per \_\_\_\_\_ (e.g., hour, week, semester, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly \_\_\_\_\_, Quarterly \_\_\_\_\_, Other \_\_\_\_\_ (specify)\_\_\_\_\_.  
The University agrees to make all reasonable efforts to process payments within thirty (30) days, in arrears, in accordance with the procedures and regulations of the Office of the State Comptroller.

D. Reimbursement for Travel and Other Contractor Expenses:

\_\_\_\_ All travel and meals are part of this contract. No reimbursement will be made.

\_\_\_\_ Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$\_\_\_\_\_.  
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

\_\_\_\_ Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$\_\_\_\_\_.

OTHER Expenses shall be limited to: \_\_\_\_\_.  
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this contract shall not exceed \$\_\_\_\_\_.

- F. The University's payment terms are net thirty (30) days from the date of receipt of Contractor's invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.
5. **Certification.** Contractor certifies under the pains and penalties of perjury that pursuant to Mass.Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker's Compensation, ch.152. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
6. **Independent Contractor Status.** The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.
7. **Compliance with Laws and Regulations.** In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.
8. **Termination:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his/her obligations, the University may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the University.
9. **Obligations in Event of Termination:**
- A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.
- B. The University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University.
10. **Recordkeeping, 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 six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this 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 Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.
11. **Political Activity Prohibited, Anti-Boycott Warranty:** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of §993 (a)(3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in §999(b) (3) and (4) of the Internal Revenue Code of 1986, as amended; nor shall either engage in conduct declared to be unlawful by Mass.Gen. Laws Ch.151E §2.
12. **Title, Ownership.** Unless provided otherwise 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 at the termination of the Contract. 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.

13. **Confidentiality.** In the performance of this Contract, the Contractor may acquire or have access to “personal data” and become a “holder” of such personal data (as defined in Mass.Gen. Laws ch.66A) or other information deemed confidential. The Contractor shall comply with all state and federal laws and regulations relating to confidentiality and privacy. The Contractor agrees that it shall inform each of its employees having involvement with personal data or other confidential information of the laws and regulations relating to confidentiality. The Contractor shall also protect the physical security and restrict any access to personal or other University data in the Contractor’s possession, or used by the Contractor in the performance of this Contract, which shall include, but is not limited to records, data, documents, files, software, equipment, or systems.
14. **Assignment and Delegation.** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.
15. **Nondiscrimination in Employment and Affirmative Action.** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the bases of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and Mass.Gen. Laws ch.151B.
16. **Severability.** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
17. **Choice of Law.** The laws of the Commonwealth of Massachusetts, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement. The Contractor agrees to bring any federal or state legal proceedings arising under this Contract in which the Commonwealth or the University is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the Parties.
18. **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 nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times 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.
19. **Indemnification of University.** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys’ and experts’ fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.

- 20. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.
- 21. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.
- 22. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
- 23. **Amendments.** No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.
- 24. **Entire Agreement.** The parties understand and agree that this Contract and attachments (if any) supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.
- 25. **Notice.** Unless otherwise specified this Section, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

**To the University:** \_\_\_\_\_  
 \_\_\_\_\_

**To the Contractor:** \_\_\_\_\_  
 \_\_\_\_\_

**Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof.**

*IN WITNESS WHEREOF*, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date written below.

**UNIVERSITY OF MASSACHUSETTS**  
 \_\_\_\_\_ (Campus)

**CONTRACTOR**

Name: \_\_\_\_\_

\_\_\_\_\_

Sig.: \_\_\_\_\_

Name: \_\_\_\_\_

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

Sig: \_\_\_\_\_

Name: \_\_\_\_\_

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

Sig.: \_\_\_\_\_

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

Name: \_\_\_\_\_

Sig.: \_\_\_\_\_

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