

Purchase Order No. \_\_\_\_\_

# UNIVERSITY OF HAWAII SERVICES CONTRACT

THIS CONTRACT is entered into by and between the University of Hawaii for its \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as "**UNIVERSITY**," and

whose mailing address is \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as "**CONTRACTOR**."

## WITNESSETH:

WHEREAS, **UNIVERSITY**, a publicly supported institution of higher education in the State of Hawaii, desires to engage **CONTRACTOR** in the performance of the services hereinafter set forth; and

WHEREAS, **CONTRACTOR** desires to render said services;

WHEREAS the procurement of services specified herein is:

- ☐ Small purchase.
- ☐ Sole source procurement.
- ☐ Emergency procurement.
- ☐ Exempt purchase, pursuant to Exemption No. \_\_\_\_\_ or Section \_\_\_\_\_, HRS.
- ☐ Other: \_\_\_\_\_

NOW, THEREFORE, **CONTRACTOR** hereby agrees to render such services, and **UNIVERSITY** hereby agrees to pay **CONTRACTOR** as hereinafter specified, all upon the following terms and conditions:

1. **SCOPE OF SERVICE.** **CONTRACTOR** shall:

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2. **PERIOD OF PERFORMANCE.** All services to be rendered by **CONTRACTOR** under this contract shall commence not later than \_\_\_\_\_ and shall be completed by \_\_\_\_\_.

3. **PAYMENT.** For services rendered hereunder, **CONTRACTOR** shall be paid \_\_\_\_\_

which amount shall include all applicable taxes. **UNIVERSITY** shall not be responsible for the payment of any out-of-pocket expenses incurred by **CONTRACTOR** unless specifically agreed to in writing. **CONTRACTOR** shall be responsible for and shall pay all taxes, federal, state, and local. Total payment for services rendered under this contract shall not exceed \_\_\_\_\_ unless agreed to in writing.

The State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation, Publication-1 is made a part hereof by reference and is available in the Office of Procurement, Real Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822.

4. **PAYMENT PROCEDURE.** Payment by the **UNIVERSITY** is subject to submission, in triplicate, of a properly executed original invoice, indicating the contract number, to \_\_\_\_\_

If **CONTRACTOR** is being compensated on an hourly basis, the invoice shall include a certified account of all time spent in rendering services required by this contract.

5. **TERMINATION.** **UNIVERSITY** shall have the right to terminate this contract upon TEN (10) days' written notice at any time and for any reason. In the event of termination prior to the completion of the services to be rendered hereunder, all finished and unfinished documents, reports and materials of any kind and nature prepared under this contract shall become the property of **UNIVERSITY**. The amount to be paid **CONTRACTOR** in the event of termination under this paragraph shall be determined by the **UNIVERSITY** on the basis of the amount of work completed up to the time of termination.
6. **ASSIGNABILITY.** **CONTRACTOR** shall perform the services herein and shall not without the written consent of **UNIVERSITY** assign, delegate, or in any way transfer the performance of such services to any other individual or firm.
7. **SERVICES AS INDEPENDENT CONTRACTOR.** It is understood and agreed that this contract is for special and temporary services by **CONTRACTOR** as an independent contractor, and all laws applicable to regular and permanent employees of the University, such as those relating to vacation, sick leave, retirement, health benefits, workers' compensation, civil service and classification, shall not apply to **CONTRACTOR**.
8. **CONTRACTOR'S DECLARATION.** **CONTRACTOR** hereby declares:
- a. That **CONTRACTOR** is not a legislator or employee, or, if **CONTRACTOR** is a business, that it is not owned or controlled by a legislator or employee.
  - b. That **CONTRACTOR** is not being represented or assisted in this matter by a person who has been an employee within the preceding TWO (2) years and who participated while in office or employment in the matter with which this contract is directly concerned.
9. **INDEMNIFICATION.** **CONTRACTOR** shall indemnify, defend and hold harmless **UNIVERSITY** and the State of Hawaii, and their officers, employees, agents, or any person acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission of **CONTRACTOR**, its officers, employees, agents, subcontractors, or any person acting on its behalf in the performance of this contract except liability arising out of the sole negligence of **UNIVERSITY** or its employees; (2) all claims, suits and damages by whomsoever brought or made by reason of the nonobservance or nonperformance by **CONTRACTOR**, its officers, employees, agents, subcontractors, or any person acting on its behalf of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Furthermore, **CONTRACTOR** shall reimburse **UNIVERSITY** and the State of Hawaii, and their officers, employees, agents, or any person acting on their behalf for all attorneys' fees, costs, and expenses incurred in connection with the defense of any such claims.
10. **MODIFICATION OF CONTRACT.** This contract may only be modified by mutual agreement of the parties hereto in writing.

11. **PROPERTY RIGHTS.** All inventions, documents, reports and materials of any kind and nature prepared by **CONTRACTOR** in whole or in part under this contract shall be the property of **UNIVERSITY**. **CONTRACTOR** shall provide all such inventions, documents, reports and materials to **UNIVERSITY** upon completion of this contract and shall cooperate with **UNIVERSITY** in its acquisition of any copyright, trademark, or patent for such inventions, documents, reports and materials if requested. All documents, reports, and materials furnished to **CONTRACTOR** by **UNIVERSITY** shall be returned to **UNIVERSITY**.
12. **FURNISHED PROPERTY.** **CONTRACTOR** assumes complete responsibility for any tooling, articles, or materials furnished by **UNIVERSITY** to **CONTRACTOR** in connection with this contract and **CONTRACTOR** agrees to pay for all such tooling, articles, or materials damaged or not accounted for to **UNIVERSITY's** satisfaction. The furnishing to **CONTRACTOR** of any tooling, articles, or materials in connection with this contract shall not, unless otherwise expressly provided, be construed to vest title thereto in **CONTRACTOR**.
13. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION CERTIFICATION.** The **CONTRACTOR** agrees that the equal opportunity clause which prohibits discrimination on the basis of race, color, religion, sex or national origin and the affirmative action requirements of Executive Order 11246, as amended, and implementing regulations at 41 CFR 60, are incorporated by reference in each non-exempt contract, subcontract, or purchase order which is presently existing or which may be entered into hereafter, between the undersigned **CONTRACTOR** and the **UNIVERSITY OF HAWAII**. The **CONTRACTOR** agrees to perform the applicable obligations of the equal employment opportunity and affirmative action clauses, as amended, covering nonsegregated facilities (41 CFR 60-1.8), minorities and women (41 CFR 60-1.4), persons with disabilities (41 CFR 60-741.4), and Vietnam era and special disabled veterans (41 CFR 60-250.4). **CONTRACTORS** and construction **CONTRACTORS** with 50 or more employees, and contracts of \$50,000 or more, agree to comply with requirements for EEO-1 reports [41 CFR 60-1.7(a)], affirmative action programs [41 CFR 60-1.40(a)], affirmative action program for Vietnam era and special disabled veterans (41 CFR 60-250.5), and affirmative action program for handicapped workers (41 CFR-741.5). The **CONTRACTOR** agrees to indemnify and hold the **UNIVERSITY** harmless from any claims or demands with regard to the **CONTRACTOR'S** compliance with these provisions.
14. **WAIVER.** Any waiver granted by the **UNIVERSITY** as a result of any breach of any covenant, term, or condition of this contract shall not constitute or be construed as a continuing waiver of such covenant, term, or condition.
15. **ADDENDA AND EXHIBITS.** Any addenda and/or exhibits referenced in this contract are hereby made a part of this contract either by reference or attachment.
16. **COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATIONS.** The **CONTRACTOR** shall comply with all federal, state, and local laws or ordinances of any kind pertaining, but not limited, to permits, licensing, safety, work and labor, employees, wages and payrolls, withholding and other taxes, and materials, and shall indemnify and save the **UNIVERSITY** harmless against any claim arising from the violation of any such laws or ordinances.
17. **JURISDICTION/SERVICE OF PROCESS.** **CONTRACTOR**, by execution of this contract, acknowledges that **CONTRACTOR** is transacting business within the State of Hawaii and hereby submits to the jurisdiction of the courts of the State of Hawaii as to any cause of action arising out of the performance and/or breach of this contract. **CONTRACTOR** further agrees that when absent from the State any service of process may be made by leaving a certified copy of a summons with the Director or Deputy Director of the Department of Commerce and Consumer Affairs, State of Hawaii, and mailing by certified or registered mail, postage prepaid, a copy of said summons to **CONTRACTOR**.
18. **FEDERAL PROVISIONS.**
  - ☐ Not applicable.
  - ☐ Federal funds will be expended under this contract; the **CONTRACTOR** shall comply with the applicable provisions of the attached *Federal Provisions*.

19. SPECIAL PROVISIONS.

- ☐ None.  
☐ Attached.

20. GOVERNING LAW. This contract shall be construed in accordance with the laws of the State of Hawaii.

IN WITNESS WHEREOF, the parties have executed this contract.

UNIVERSITY OF HAWAII

CONTRACTOR

By \_\_\_\_\_ / \_\_\_\_\_  
Date

By \_\_\_\_\_ / \_\_\_\_\_  
Date

Reviewed and Recommended for Execution:

Federal Taxpayer Identification Number and  
Hawaii General Excise/Use Identification No.  
(if corporation).

Social Security No.  
(if individual).

\_\_\_\_\_  
DEAN / DIRECTOR Date

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