

UNIVERSITY AUXILIARY SERVICES, INC.

AGREEMENT GENERAL CONDITIONS

RELATIONSHIP OF PARTIES: It is expressly understood that Contractor performs as an independent Contractor, and that no agency, employee, or partnership relationship is established by this agreement.

INDEMNIFICATION: Contractor agrees to hold harmless, defend, and indemnify the University Auxiliary Services (UAS), State of California, The Board of Trustees of California State University, California State University, Los Angeles and their respective officers, agents, employees and volunteers, from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligence on the part of the Contractor, its officers, agents, and employees, in the performance of this agreement.

NON-DISCRIMINATION: Contractor agrees that no person or group shall, on the grounds of race, color, religion, nation origin, sex, age, or disabling condition be excluded from participation in, or be denied the benefits of the programs under this agreement.

SERVICE STANDARDS: Contractor agrees to comply with all state and federal regulations which are applicable to the services to be provided under this contract.

INSURANCE: Certificate of Insurance is required for the above referenced contract prior to commencement of work stating that there is liability insurance presently in effect with a combined single limit (CSL) of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with minimum coverage of \$1,000,000 per occurrence. Certificate of insurance must provide that: (A) insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State; (B) **UAS and the employees, officers and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned** and (C) that UAS, and the employees, officers and agents of UAS of the will **not** be responsible for any premiums of assessments on the policy. (D) Proof of Workmen's Comp is also required.

TERMINATION: Unless stated otherwise in the contract, UAS may at any time, for its convenience, terminate this agreement upon thirty (30) days prior written notice to Contractor.

ASSIGNMENTS AND SUBCONTRACTS: Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the UAS.

CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical, and other information relating to UAS's operations which is designated confidential by SSE and made available to the Contractor in order to carry out this contract will be protected by the Contractor from unauthorized use and disclosure.

PAYMENTS: Upon completion of services in a manner satisfactory to UAS, payment shall be due to Contractor within 30 days of receipt of an itemized invoice by the Accounting Department. The invoice will include a description, date of services, and the Agreement number.

ALTERATION OF AGREEMENT: This agreement is entire, and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement shall be binding on the parties hereto.

OWNERSHIP OF DOCUMENTS: All materials prepared and submitted by the Contractor in performance of their duties under the agreement shall become the property of the UAS.