

UNIVERSITY OF MINNESOTA

DOCUMENT INFORMATION AND INSTRUCTIONS

Form Ref.: OGC-SC102

Description: Services Agreement

This form is used to sell University services to third parties.

Instructions For Completing Word-Fillable Fields: When your cursor is in the word-fillable field, these instructions are shown on the status bar located at the bottom of your computer screen). **PLEASE NOTE:** If you do not have the information at hand to fill in the word-fillable field, you will need to insert an underline (____) so that you will have space to enter the information after you print out the agreement.

Paragraph Above Contract Name

- Enter the External Sales Action Form (ESAF) number
- Enter the initials of the External Sales Analyst working on agreement
- Enter the 3-digit area number
- Enter the 4-digit org number

First Paragraph

- Enter the date the agreement is effective (ex: September 29, 2004)
- Enter the name of the company who wants to buy the services (ex: ABC Company, Inc.)
- Enter the type of company (ex: sole proprietor, partnership, corporation, etc.)
- Enter the name of the University department or college who is selling the services (ex. Department of Animal Science)

Paragraph 1. Description of Services

- Enter complete description of the services, with as much detail as possible that answers the questions of who, what and when services will be sold

Paragraph 2. Compensation

- Write out the dollar amount the Company will pay the University (ex. Four Thousand Six Hundred)
- Enter the cents to be paid or "No" if no cents are to be paid (ex. 78)
- Enter the total dollar and cent amount to be paid (ex. 4,600.78)
- Select this box if the compensation will be paid at the time the agreement is signed
- Select this box if the compensation will be paid in installments
- Enter the dates when the compensation will be paid (ex. January 1, 2004; April 1, 2004; July 1, 2004; September 1, 2004)

Paragraph 3. Term.

- Select this box if the terms commence on the same date the agreement is effective
- Select this box if the terms commence on a date different from the effective date of the agreement
- Enter the date the terms commence (ex. March 15, 2005)
- Enter the date the terms expire (ex. December 31, 2005)

Paragraph 12. General Provisions; Subparagraph 12.8. Notices.

If to the University

Enter the name of University employee to whom notices should be sent (ex. John Jay Doe)

Enter the building address (ex. 15 Morrill Hall)

Enter the street address (ex. 100 Church Street SE)

Enter the city (ex. Duluth)

Enter the zip code (ex. 55455)

Enter the phone number with area code (ex. (612) 612-6161)

Enter the fax number with area code (ex. (612) 624-9876)

Enter the contact person's email address

If to the Company

Enter the company's name

Enter the name of the company employee to whom notices should be sent

Enter the street address

Enter the city, state and zip code

Enter the phone number with area code (ex. (202) 345-3434)

Enter the fax number with area code (ex. (202) 999-0000)

Enter the email address of company employee receiving notices

Signature Block

Enter the name of the company entering into the agreement.

Enter the name of the University employee delegated the authority to sign the agreement on behalf of the Regents of the University of Minnesota (See www.ogc1.umn.edu/delegations/library to find person with signature authority)

Enter the name of the company employee who will be signing the agreement

Enter the title of the University employee delegated the authority to sign the agreement

Enter the title of the company employee who will be signing the agreement

Enter the title of the University employee who is recommending the services agreement



For Internal Use Only	
Depts must provide:	
ESAF #	
Area/Org	-

OES Contract #	_____
Analyst	

**UNIVERSITY OF MINNESOTA
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (the "Agreement") is entered into effective as of _____, by and between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and _____ (the "Company"), a _____. This Agreement is entered into by the University through its _____.

NOW, THEREFORE, the parties agree as follows:

1. Description of Services. The University shall render the following services (reference to services in this Agreement shall be deemed to include any deliverables):

2. Compensation. For the services rendered under section 1, the Company shall pay the University _____ and _____/100 dollars (\$ _____).

The compensation shall be paid: (Check one of the two boxes)

- in full upon the signing of this Agreement; or
- in installments, payable on the following dates:

3. Term. The term of this Agreement shall commence on: (Check one of the two boxes)

- the date first above written; or
- on _____

The term of this Agreement shall expire on _____, unless terminated earlier as provided in section 4.

4. Termination. Either party may terminate this Agreement for material breach on seven (7) days' written notice, during which period the breaching party may cure. Additionally, either party may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to the other party. Upon termination, the Company shall promptly pay the University for all services rendered and costs incurred up to and including the effective date of termination.

5. Limitation of Damages. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL THE UNIVERSITY BE LIABLE, FOR (i) PERSONAL INJURY OR PROPERTY DAMAGES (EXCEPT TO THE EXTENT CAUSED BY THE UNIVERSITY'S INTENTIONAL, WILLFUL, OR WANTON ACTS) OR (ii) LOST PROFITS,

WORK STOPPAGE, LOST DATA, OR ANY OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OF ANY KIND.

6. Limitation of Remedies. IN THE EVENT OF THE UNIVERSITY'S BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT, THE UNIVERSITY'S ENTIRE LIABILITY AND THE COMPANY'S EXCLUSIVE REMEDY SHALL BE, AT THE UNIVERSITY'S OPTION, EITHER (i) RETURN OF THE MONETARY CONSIDERATION PAID TO THE UNIVERSITY UNDER THIS AGREEMENT OR (ii) THE UNIVERSITY'S PERFORMANCE OF ANY OBLIGATION THAT FAILED TO SATISFY THE TERMS OF THIS AGREEMENT.

7. Disclaimer of Warranties. THE UNIVERSITY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE SERVICES PROVIDED UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THE SERVICES SHALL BE PROVIDED AND ACCEPTED "AS IS."

8. No University Endorsements. In no event shall the Company (or its successors, employees, agents and contractors) state or imply in any publication, advertisement, or other medium that the University has approved, endorsed or tested any product or service. In no event shall the University's performance of the services described in section 1 be considered a test of the effectiveness or the basis for any endorsement of a product or service.

9. Use of University Name or Logo. The Company agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the University in each instance.

10. Indemnification.

10.1. The Company shall release, indemnify, defend and hold the University and its regents, faculty members, students, employees, agents and contractors harmless from actions, suits, claims, negligent losses, costs, judgments and expenses, including reasonable attorneys' and investigative fees, arising out of: (i) the Company's infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any materials to the University; (ii) personal injury, death or property damages arising out of a failure to warn the University of any dangerous substances or materials supplied to the University by or on behalf of the Company; (iii) the Company's, or any other entity's, use of the results or deliverables, or the use of products, services or representations based on such results or deliverables; and (iv) any negligent act or omission of the Company in connection with this Agreement. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, actions, suits, damages, or loss was caused by the intentional, willful, or wanton acts of the University.

10.2. Subject to the limitations of damages and remedies set forth in this Agreement, the University shall indemnify and hold the Company and its directors, employees, agents and contractors harmless from actions, suits, claims, losses, costs, judgments and expenses, including reasonable attorney and investigative fees, arising out of the University's negligent acts and omissions in performing its duties under this Agreement.

10.3. Unless more specific insurance provisions are attached, the following shall apply. At all times during its performance under this Agreement, the Company shall obtain and keep in force comprehensive general and professional liability insurance, including coverage for death, bodily or personal injury, and property damage, including products liability, with limits of not less than \$1,000,000 each occurrence, and automobile coverage with limits not less than \$1,000,000 each occurrence. All such certificates evidencing such insurance shall name the Regents of the University of Minnesota as an additional insured. The Company represents that it has workers' compensation insurance to the extent required by law. The Company agrees to furnish proof of all such insurance to the University upon request.

11. Export Controls. The Company shall notify the University in writing if any technological information or data provided to the University is subject to export controls under U.S. law or if technological information or data that the Company is requesting the University to produce during the course of work under this Agreement is expected to be subject to such controls. The Company shall notify the University of the applicable export controls (for example, Commerce Control List designations, reasons for control, countries for which an export license is required). The University shall have the right to decline export controlled information or tasks requiring production of such information.

12. General Provisions.

12.1. Amendment. This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

12.2. Assignment. The Company may not assign any rights or obligations of this Agreement without the prior written consent of the University. In the event of any assignment, the Company shall remain responsible for its performance and that of any assignee under this Agreement. This Agreement shall be binding upon the Company, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement shall be void at the sole option of the University.

12.3. Entire Agreement. This Agreement (including all attached or referenced addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by the Company in connection with the services provided under this Agreement shall not be binding upon the University.

12.4. Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

12.5. Governing Law. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles.

12.6. Jurisdiction. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

12.7. Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this section 12.7 shall be void. Neither party shall take any actions to bind the other party to an agreement.

12.8. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section **[THIS SECTION MUST BE COMPLETED]**:

If to the University:

University of Minnesota
Attn:

, MN

Phone No.:

Facsimile No.:

E-mail:

With a copy to:

University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street S.E.
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to the Company:

Attn:

Phone No.:
Facsimile No.:
E-mail:

12.9. Breach; Attorneys' Fees. In the event it fails to perform any of its duties under this Agreement, the Company shall reimburse the University for all the University's costs and expenses (including reasonable attorneys' fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action had been commenced or concluded.

12.10. Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, 10, 11, and 12 shall survive.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the date first above written.

Regents of the University of Minnesota

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____