

**UC SAN DIEGO GLOBAL SEMINAR PROGRAM
MASTER SERVICES AGREEMENT**

This Agreement is entered into by and between The Regents of the University of California, a California constitutional corporation, on behalf of the San Diego Campus ("UCSD") and _____ ("CONTRACTOR").

The Parties hereto agree as follows:

- 1. Statement of Work.** CONTRACTOR agrees to perform the services as specified in the Statement of Work, which is incorporated into this Agreement and attached hereto as Attachment A. In addition to the services described below, the CONTRACTOR's proposal to UCSD shall be incorporated herein by reference and made part of this Agreement.
- 2. Independent Contractor Status.** CONTRACTOR understands and agrees that all services provided pursuant to this Agreement, whether by CONTRACTOR or CONTRACTOR's employees or agents, shall be provided on an independent contractor basis. CONTRACTOR shall determine the method, manner, details, and means of performing the services. UCSD shall have no right to control the manner or to determine the method of accomplishing CONTRACTOR's services. CONTRACTOR understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of UCSD, and are not entitled to benefits of any kind or nature normally provided to employees. CONTRACTOR assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement.
- 3. Standard for Performance.** CONTRACTOR shall make every effort to provide the highest quality services pursuant to this Agreement. CONTRACTOR agrees to maintain in good order CONTRACTOR's professional and/or business licenses, permits, certifications and insurance coverage, and to abide by all legal and ethical requirements applicable to CONTRACTOR's profession and/or business. CONTRACTOR agrees that all services provided under this Agreement shall be in accordance with currently approved methods and practices of CONTRACTOR's profession and/or business.
- 4. Termination.** UCSD may terminate this Agreement for convenience at any time by giving the other thirty (30) calendar days' written notice of such action. If one party gives fifteen (15) days' notice to the other of a breach of this Agreement, and the breaching party fails to cure said breach within said fifteen (15) day period, this Agreement may be terminated by the non-breaching party.
- 5. Notification.** The UCSD Project Manager identified below shall be given written notice of any requested change in services by CONTRACTOR. Contractual matters shall be directed to the UCSD signatory authority stipulated below.
- 6. Payment for Services.** CONTRACTOR shall not be entitled to payment until CONTRACTOR has submitted an original itemized invoice certifying that all services described in the invoice have been completed in accordance with the terms of this Agreement. Payment shall not exceed the rate or the total not to exceed amount stipulated below. Payment includes all applicable taxes, necessary permits, licenses and insurance coverage. Payment terms are Net 25.
- 7. Invoices.** Submit invoices to: PROGRAMS ABROAD OFFICE; INTERNATIONAL CENTER, 2nd FLOOR; 9500 GILMAN DRIVE #0018; LA JOLLA, CALIFORNIA 92093-0018.

8. Taxes. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to CONTRACTOR employees.

9. Assignment or Subcontracting. The CONTRACTOR may not assign or transfer this Agreement or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of UCSD. If UCSD consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

10. Copyright. CONTRACTOR agrees that all deliverables required herein are works made for hire under the Copyright Act and, accordingly, that UCSD owns all right, title, and interest, including, but not limited to, copyright and all copyright rights in said deliverables. To the extent said deliverables do not qualify as works made for hire, CONTRACTOR hereby assigns irrevocably all right, title, and interest in said deliverables, including, but not limited to, copyright and all copyright rights, to UCSD. CONTRACTOR shall execute any and all agreements and forms that may be required by UCSD in order to effectuate said assignment and to allow UCSD to register copyrighted material with the U.S. Copyright Office.

11. Use of Name. California Education Code Section 92000 prohibits use of the University of California, San Diego's name to suggest that UCSD endorses a product or service. The CONTRACTOR will not use the University of California's name, or any acronym thereof, including UCSD, without UCSD's prior written approval.

12. Publicity. CONTRACTOR shall not in any way or in any form publicize or advertise in any manner the fact it is providing services to UCSD without the express written approval of UCSD, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude CONTRACTOR from listing UCSD on its routine client list for matters of reference.

13. Records about Individuals. The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. If the CONTRACTOR creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the CONTRACTOR shall inform the individual that the record is being made and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this Agreement.

14. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

15. Limitation of Liability. EXCEPT WITH REGARD TO ITS INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.

16. Excusable Delay. In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of the CONTRACTOR, the CONTRACTOR's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above.

17. Insurance. CONTRACTOR and UCSD shall each obtain and maintain Worker's Compensation and comprehensive general liability insurance or self-insurance sufficient to cover their respective responsibilities under this Agreement. If requested, each party agrees to provide evidence of such insurance to the other party via Certificate of Insurance or other documentation acceptable to the other party.

18. Confidentiality. The CONTRACTOR shall use his or her best efforts to keep confidential any information provided by UCSD and marked "Confidential Information," or any oral information conveyed to the CONTRACTOR by UCSD and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

- a. Information which the CONTRACTOR can demonstrate by written records was known to him or her prior to the period of performance for this Agreement;
- b. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of CONTRACTOR; or
- c. Is obtained lawfully from a third party.

19. Identity Security. CONTRACTOR shall take reasonable measures to protect against unauthorized access to, or use of, personal information of patients, students, employees, or customers of UCSD, including individual social security numbers, as required by law, and shall give notice to UCSD without unreasonable delay and in no event later than fifteen (15) calendar days after discovery of the breach. CONTRACTOR shall have in place, and provide copies to UCSD upon request, information, security policies and procedures to protect against unauthorized access to, or use of personal information.

20. Rights of Audit. For a period of five (5) years following the completion of services performed as set forth above, CONTRACTOR shall make available, upon written request by UCSD or appropriate government agent, this Agreement and such books, documents and records as are necessary to certify the nature and extent of cost incurred by UCSD.

21. Conflict of Interest.

- a. The CONTRACTOR shall not hire any officer or employee of the University of California to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the CONTRACTOR shall not hire any employee of the United States government to perform any service covered by this agreement.
- b. The CONTRACTOR affirms that to the best of his/her knowledge there exists no actual or potential conflict between the CONTRACTOR's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with UCSD.
- c. The CONTRACTOR shall not be in a reporting relationship to a UCSD employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the CONTRACTOR.

22. Amendments. Any amendment to this Agreement must be made in writing and approved by UCSD and CONTRACTOR.

23. Electronic Copies. The parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used.

24. Dispute Resolution. In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach a solution within a period of sixty (60) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be finally settled/resolved in accordance with the provisions of the California Code of Civil Procedure Section 1280 through and including 1294.2. The discovery provisions of the California Code of Civil procedure Section 1283.05 shall be applicable to this agreement. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of arbitration.

25. Attorney's Fees. In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

26. Governing Law. This Agreement shall remain silent with respect to governing law. Notwithstanding the foregoing, the parties understand and agree that to the extent that any party is a public entity under the laws of its home state, the actual or alleged tort liability of any such public entity is subject to the laws of the public entity's home state, including but not limited to, claims of sovereign immunity, or any other applicable defenses or immunities.

27. Governing Language. In the event that a translation of this Agreement is prepared and signed by the Parties, this English language version shall be the official version and shall govern if there is a conflict between this English language version and the translation. All disputes under this Agreement shall be resolved and conducted in the English language.

28. Authority. Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.

29. Entire Agreement. This Agreement, including these terms and conditions, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter.

30. Order of Precedence. Terms and conditions of this Agreement are as above and the following documents are incorporated herein with the following order of precedence:

- a. This Master Services Agreement
- b. Attachment A, Statement of Work
- c. CONTRACTOR's proposal dated _____

The parties have executed this Agreement as set forth below.

CONTRACTOR

UCSD

Signature _____
Name _____
Title _____
Date _____

Signature _____
Name _____
Title _____
Date _____

**ATTACHMENT A
STATEMENT OF WORK**

- 1. Project:**

- 2. Scope of Work:**

- 3. Location:**

- 4. Period of Performance:**

- 5. UCSD Project Manager:**

- 6. UCSD Responsibilities:**

- 7. CONTRACTOR Project Manager:**

- 8. CONTRACTOR's Responsibilities:**

- 9. Rate:**

- 10. Total Not To Exceed:**