**Short Form Services Agreement – Instructions**

In accordance with applicable UCLA policies and applicable law, this Short Form Services Agreement is available to document the sale of standardized products or services to outside organizations at uniform, per-unit, pre-established rates that have been pre-approved by UCLA Business and Finance Solutions, Costing Policy & Management Analysis office for new and revised applications. This Agreement may not be used to provide or conduct (i) routine tasks of a commercial character, (ii) research, including data analysis and interpretation of results (see UCLA Policy 340: Sales and Service Activities should be clearly distinguishable from research and reasonably considered unlikely to generate unanticipated outcomes constituting new areas of knowledge or discovery, including without limitation novel intellectual property, or require the independent intellectual contribution of University research personnel (e.g., input on the protocol or scope of work), (iii) teaching, (iv) nuclear or clinical diagnostic or treatment applications, or (v) expert testimony in connection with any Deliverables provided. If UCLA is requested to conduct any research activities in conjunction with the services, then such research activities will be governed by UC’s Patent Policy (see <https://policy.ucop.edu/doc/2500493/PatentPolicy>) and UC’s Patent Acknowledgement (see <https://ucnet.universityofcalifornia.edu/forms/pdf/upay-585.pdf>). Agreements are to be signed only by those individuals at UCLA having delegated authority to sign on behalf of the UC Regents.

Please refer to the following policies related to the use of this Agreement:

* [UCLA Policy 340](http://www.adminpolicies.ucla.edu/app/default.aspx?&id=340)
* [University of California Regulation No. 4](https://www.ucop.edu/academic-personnel-programs/_files/apm/apm-020.pdf)

Misuse of the Short Form Services Agreement may have serious legal consequences. If you have any questions or concerns about use of this agreement form, please contact the Senior Director, Costing Policy and Management Analysis office with Sales and Service responsibility.

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|  UC_Seal**UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) SERVICES AGREEMENT** |
| **This SHORT FORM Services Agreement** (“Agreement”) is entered into effective as of the Effective Date specified below by and between the parties identified below with respect to the facts and circumstances set forth below. |
| **Parties:** | **“UNIVERSITY”:** The Regents of the University of California on behalf of its Los Angeles Campus: \_\_\_\_\_ Unit onlyAddressAddressAddressCity, State Zip CodeAttention: NameTelephone: NumberFacsimile: NumberEmail: Address | **“CLIENT”:** Client Name,a Jurisdiction and Type of Entity AddressAddressAddressCity, State Zip CodeAttention: NameTelephone: NumberFacsimile: NumberEmail: Address |
| **Term:** | **Effective Date:** | Date | **Delivery Date:** | Date(If multiple dates, see the attached Schedule.) |
| **Total Fee:** | $\_\_\_\_\_\_\_\_\_\_\_\_ per Payment Schedule below.All payments from Client to University should be made payable to **UC Regents** and mailed to the address specified above, unless otherwise specified by University in an applicable payment schedule or in separate signed instructions from University. See Section 3 of attached Terms and Conditions. |
| **Location:** | If services will be provided on the UCLA campus, then simply enter "**On-Campus**". If services will be provided off-campus, then specify the location where services will be provided - typically on property owned or leased by UCLA. |
| **Requirements** **& Deliverables:** | Client’s Requirements and the scope of services to be provided under this Agreement are identified in the Schedule. For clarity, the scope of services cannot exceed the predefined services listed in the Schedule. If data generation is involved with the service provided, the Deliverables will consist of a copy of the raw data created in the performance of the services; no analysis or interpretation of such data (except to the limited extent necessary to confirm the accuracy or fidelity of such data) will be included as part of the Deliverables pursuant to this Agreement.  |
| **TERMS AND CONDITIONS OF SERVICES AGREEMENT; ENTIRE AGREEMENT.** This Agreement shall incorporate by this reference and shall consist solely of those terms and conditions set forth in the attached “Terms and Conditions of University of California Services Agreement,” Schedule(s) and any exhibits which attached hereto and incorporated herein by this reference. No provision of this Agreement shall be construed so as to expand, negate, modify or affect in any way the provisions of any other agreement between the parties, including but not limited to any terms governing intellectual property rights in a license, option or other agreement with University.**CLIENT ACKNOWLEDGEMENT.** Client acknowledges that it requires the above-mentioned Deliverables and has determined that, in order for it to achieve the Requirements specified above, it is in Client’s best interests to contract with University to provide the Deliverables. **CLIENT REPRESENTATION.**Client represents that no University employee involved in any decision making for the University concerning this Agreement (including related discussions) is an office holder, consultant or (if Client is a private company) a shareholder of Client. |
| **NOW THEREFORE**, for in and in consideration of the mutual covenants, conditions and restrictions set forth herein, the Parties have executed this Agreement as evidenced by the signatures below. |
| **UNIVERSITY**The Regents of the University of Californiaon behalf of its Los Angeles Campus \_\_\_\_\_ Unit |  | **CLIENT**Client Name |
| By: Name |  | By: Name |
| Its: Title or Position |  | Its: Title or Position |
| Date:  |  | Date:  |

**TERMS AND CONDITIONS OF UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) SERVICES AGREEMENT**

1. **RESPONSIBILITIES OF UNIVERSITY**
	1. **Provision of Deliverables.** As requested by the Client, University shall provide and/or deliver to the Client the “Deliverables” as defined in the attached Schedule 1. The parties acknowledge and agree that the scope and terms of this Agreement apply solely to the fee-for-service activities pre-defined by Schedule 1; such activities shall be clearly distinguishable from research and reasonably considered unlikely to generate unanticipated outcomes constituting new areas of knowledge or discovery, including without limitation novel intellectual property, or require the independent intellectual contribution of University research personnel (e.g., input on the protocol or scope of work). If Client desires for University to conduct any research activities, such research activities (including any results generated therefrom) will not be governed by the terms of this Agreement as a separate agreement must be negotiated and entered into with UCLA’s Technology Development Group (contact contracts@tdg.ucla.edu).
	2. **Performance Schedule.** The Deliverables shall be delivered by University to Client in accordance with the Schedule(s) appended hereto. Except as otherwise agreed in writing between the Parties, University shall not be responsible for providing any Deliverables to anyone other than Client. While University will use its reasonable efforts to maintain such performance schedules, all performance dates are approximate and not guaranteed.
	3. **Location of Services.** Unless otherwise agreed to, in writing by the Parties, work performed by University in connection with this Agreement will be performed at the Location specified above.
2. **RESPONSIBILITIES OF CLIENT**
	1. **Submission of Complete and Accurate Information.** All information provided by Client concerning Client’s Requirements shall be complete and accurate. Client will provide any additional information required in order for University to generate the Deliverables specified above.
	2. **Shipment and Delivery.** Client shall be responsible for the cost of shipping all Deliverables specified in the Schedule(s) (including, without limitation, costs of insurance and other related costs).

Shipment shall be sent FOB (Client or University, as applicable). University, at its option, shall not be bound to tender delivery of any Deliverables for which Client has not provided shipping Instructions or other required information. If the delivery of Deliverables is postponed or delayed by Client for any reason (for example, if a delay in delivery is requested), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments and deliveries, risk of loss and legal title shall pass from University to Client upon (i) delivery to the carrier at University’s shipping point, or (ii) placement in storage due to Client’s delay or postponement.

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier or the storage facility (if applicable). Shortages or damages must be identified and signed for, by Client, at the time of receipt.

* 1. **Representation.** Client and University each represent that it will adhere to all applicable laws and regulations in connection with this Agreement.
1. **COMPENSATION AND BILLING**
	1. **Client Billing.** Client shall pay University for the Deliverables provided in accordance with the fee schedule set forth in Schedule 1. Unless otherwise specified herein, Client shall pay University within thirty (30) days of the date of University’s invoice. University will use its best efforts to provide Client with a revised fee schedule thirty (30) days prior to effective date of any changes in fees. Unless Client specified otherwise in writing, University shall submit invoices to Client at the address specified in the Agreement above.
	2. **Service Charge.** Client agrees to pay University a one percent (1%) service charge per month for any payments that are not received by University on the payment due date.
	3. **Payments.** All payments from Client to University should be made payable to **UC Regents** and mailed to the address specified above, unless otherwise specified by University in an applicable payment schedule or in separate signed instructions from University.
2. **TERM AND TERMINATION**
	1. **Term.** The term of this Agreement shall be for a period not to exceed one (1) year, commencing on the Start Date specified above and expiring on the End Date specified above, unless earlier terminated, as set forth herein.
	2. **Termination without Cause.** Either Party may terminate this Agreement, any increment thereof, and/or any Deliverable(s) required hereunder, without cause, at any time upon a minimum of thirty (30) days’ advance written notice to the other Party. In the event of such termination without cause, Client shall be entitled to a refund of any fees paid to University as of the date of termination for which Deliverables have not been delivered; provided, however, that Client shall pay all costs, expenses and charges specified in the paragraph below.

In the event that Client terminates this Agreement, any increment thereof, and/or any Deliverable(s) required hereunder, without cause, pursuant to this Section 4.2, Client shall be responsible for payment to University of University’s cancellation charges which may include, without limitation, all direct and indirect costs and expenses incurred as of the date of termination University’s determination of such cancellation charges will be based on non-cancelable charges and work already performed and shall be conclusive.

* 1. **Termination with Cause.** Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party by giving the other Party ten (10) days prior written notice of such breach. If such breach is not cured by the breaching Party within ten (10) days of receipt of the notice, this Agreement may be terminated at the option of the non-breaching Party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a “material breach” of this Agreement and University shall be entitled to terminate this Agreement for cause as provided above. Client will be responsible for any costs and legal fees resulting from any efforts to collect fees and charges required under this Agreement.
1. **STATUS OF THE PARTIES**
	1. **Independent Contractor Status.** It is the express intention of the Parties that the legal status of University, with respect to Client, shall be that of an independent contractor and that this Agreement does not create a partnership, joint venture, or a cost-sharing arrangement between the Parties. Neither Party shall have the authority to represent the other or enter into agreements on behalf of the other Party.
	2. **Interpretation and Analysis.** University will not provide expert interpretation or analysis of the Deliverables beyond the scope of the services specified herein.
2. **INDEMNIFICATION**
	1. **Indemnification by Client.** Client shall defend, indemnify and hold University, 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 Client, its officers, employees, or agents.
	2. **Indemnification by University.** University shall defend, indemnify and hold Client, 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 University, its officers, employees, or agents.
3. **UNIVERSITY NAME AND TRADEMARKS**

 Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which “University of California” is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University (“University Marks”) in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University’s authorized representative. This provision is in compliance with California Education Code section 92000.

 University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University’s exclusive ownership of University Marks.

1. **GENERAL**
	1. **Representatives/Notice.** The representatives of the Parties for purposes of exchanging information and receiving notices under this Agreement, as well as the addresses for such representatives shall be as specified above. Each Party reserves the right to change representatives, upon written notice to the other Party. Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to such representatives at the specified address.
	2. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with, and subject to the laws of the State of California.
	3. **Severability.** If any term, provision, covenant or condition of this Agreement, or any Schedule(s) is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.
	4. **Assignment.** Neither Party may assign, delegate nor transfer, in any manner, the obligations or rights set forth herein without the prior written consent of the other Party.
	5. **Amendments.** This Agreement, or any part of it, may be amended only by the mutual written consent of the duly authorized representatives of the Parties.
	6. **Entire Agreement.** This Agreement, together with any Schedules, is the entire agreement between the Parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the Parties, whether oral or written. No waiver of any term, provision or condition of this Agreement shall be deemed to be, or shall constitute a continuing waiver of any term, and no waiver of any present condition shall constitute a waiver of such condition occurring in the future.
	7. **Excusable Delay.** In the event of a delay relating to any cause beyond the reasonable control of University, University’s performance hereunder shall be excused for the periods of time attributable to such a delay.
	8. **Third Parties.** This Agreement is not intended and shall not be construed to create any rights, or rights of enforcement, for any third party.
	9. **Schedules.** In the event that any provision of this Agreement conflicts with the terms of any Schedule(s) to this Agreement, the Schedule(s) shall control with respect to the subject matter.
	10. **Ownership Rights.** University agrees that, as between itself and Client, Client is the sole owner of the Deliverables created in the performance of the services and University hereby assigns to Client all of its right, title and interest in and to such Deliverables. University will not have the right to use, disclose or analyze the Deliverables other than for its own internal, academic, noncommercial research purposes.

While no inventions will be created by University in the performance of the services, Client acknowledges that University may use in the performance of the services various methods, processes, equipment, inventions, copyrightable works, and other intellectual property assets that were in-licensed, created, invented or otherwise developed by University independently of the services provided pursuant to this Agreement (“Preexisting University Technology”); notwithstanding any other statement in this Agreement or any attachment hereto, no right, license, or transfer or waiver of rights is granted pursuant to this Agreement by University to Client to any such Preexisting University Technology, or to any modifications, improvements or developments made by University to such Preexisting University Technology.

* 1. **Ability to Enter Agreement.** Each Party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.
	2. **Counterparts.** This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
	3. **Standards.** University shall provide the Deliverables in accordance with applicable laws and policies of the University of California.
	4. **Confidentiality**. During the course of this Agreement, Client may provide University with certain confidential, non-public, proprietary information or material, including oral disclosure of information which will be reduced to writing within five (5) days of disclosure, which Client has dated and marked as "Confidential" (“Confidential Information”). Except as required by law (including without limitation the California Public Records Act), regulation or court order, University will not disclose Confidential Information to any third parties, and shall use such Confidential Information only as required to perform its obligations hereunder, and agrees to use reasonable efforts to maintain the confidentiality of such information (but in any event, at least a reasonable degree of care). This obligation will continue in effect for one (1) year after expiration or termination of this Agreement.

Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, or becomes, publicly known through no fault or action of the University; (ii) is already legally in the possession of University at the time of disclosure by Client; (iii) is disclosed to the University by a third party with the right to make such disclosure, and without an obligation of confidentiality upon the University; (iv) is independently developed by or for the University without reference to the Client’s Confidential Information.

**8.15. Protected Health Information and Personally Identifiable Information.** Client represents that all materials provided to University in connection with this Agreement, should they contain any personally identifiable information, are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

**8.16. Insurance.** Client shall maintain (and upon request, shall provide to University proof of) insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below.  If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance
(contractual liability included):

Each Occurrence: $1,000,000

Products/Completed Operations Aggregate:        $2,000,000

Personal and Advertising Injury: $1,000,000

General Aggregate: $2,000,000

Workers Compensation as required by law.

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence: $1,000,000

Products/Completed Operations Aggregate: $2,000,000

Personal and Advertising Injury: $1,000,000

General Aggregate: $2,000,000

Workers Compensation as required by law.

1. **Warranties AND Limitations of Liability.**
	1. **Limited Warranty.** Subject to the limitations of Section 9.3 below, University warrants that it will provide the Deliverables as described herein and will exercise reasonable skill, care and due diligence in the provision of the Deliverables. University warrants that all Materials provided under this Agreement shall be free from faulty workmanship for a period of thirty (30) days from delivery of the Materials.

Except as specified above, materials furnished hereunder are furnished as-is, where-is, with no warranty whatsoever.

The warranty set forth in this section is the sole and exclusive warranty given by university with respect to the deliverables and is in lieu of and excludes all other warranties, express or implied, arising by operation of law or otherwise, including without limitation, merchantability and fitness for a particular purpose whether or not the purpose or use has been disclosed to university in specifications, drawings or otherwise. client should determine independently whether deliverables provided hereunder are suitable for the particular use intended by client.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than university’s), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of university.

To the extent that client or its agents have supplied specifications, information, representation of operating conditions or other data to university that is used in: (i) the selection of the deliverables and (ii) the preparation of university’s quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by client, any warranties or other provisions contained herein, that are affected by such conditions, shall be null and void.

Client assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of deliverables, either alone or in combination with other items.

* 1. **Limitation of Remedy and Liability.** The sole and exclusive remedy for breach of any warranty hereunder (other than the warranty provided under section 9.1) shall be limited to, at university’s sole option, either correct performance for that portion of the deliverables found by university to be defective or refund of the price paid for deliverables.

University shall not be liable for damages caused by delay in performance and the remedies of client set forth herein are exclusive. in no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall university’s liability to client and/or client’s customers exceed the price paid by client for the specific deliverables provided by university giving rise to the claim or cause of action.

Client agrees that university’s liability to client and/or client’s customers shall not extend to include incidental, consequential or punitive damages.

The term “consequential damages” shall include, but not be limited to: (i) loss of anticipated profits; (ii) business interruption; (iii) loss of use, revenue, reputation and data; (iv) and costs incurred (including, without limitation, for capital, fuel, power and loss or damage to property or equipment).

Client expressly acknowledges and agrees that University has set its prices and entered into this Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between University and Client and form a basis of this bargain between the Parties.

Except where such technical advices is specified as a Deliverable hereunder, it is expressly understood that University assumes no obligation or liability for any technical advice furnished by University with respect to the use of Deliverables, or results obtained, all such advice being given and accepted at Client’s risk.

* 1. **Nuclear/Clinical Care.** Deliverables sold hereunder are not for use in connection with any nuclear or clinical care applications.

Client accepts Deliverables with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users of the Deliverables, and agrees to defend, indemnify and hold harmless University from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that University’s liability is based on negligence or strict liability.

1. **LIABILITY FOR UNIVERSITY FURNISHED EQUIPMENT OR OTHER PROPERTY.**

 Client assumes complete liability for its use of the Deliverables, as well as any equipment, tooling, articles or material furnished by University to Client in connection with this Agreement and Client agrees to pay for of any damage caused by Client arising from its use thereof. The furnishing to Client of any such items under this Agreement shall not, unless otherwise expressly provided in writing, be construed to vest title thereto in Client.

1. **EXPORT CONTROL AND BIOHAZARDOUS MATERIALS.**

 The parties hereby acknowledge and agree that Client will not transfer or otherwise disclose to University any technology or technical data identified on any U.S. export control list, including the Commerce Control List (15 C.F.R. §774) and the U.S. Munitions List (22 C.F.R. §121). Proposed disclosures that include technology or technical data other than that classified as EAR99 will be negotiated pursuant to a separate agreement.

1. **CONFLICT OF INTEREST.**

 Client affirms that, to the best of Client’s knowledge, no University employee who has participated in University’s decision-making concerning this Agreement has an “economic interest” in this Agreement or Client. A University employee’s “economic interest” means:

An investment worth $2,000 or more in Client or its affiliate;

A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;

Receipt during the past 12 months of $500 in income or $440 in gifts from Client or its affiliate; or

A personal financial benefit from this Agreement in the amount of $250 or more.

 In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

**SCHEDULE 1 TO UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) SERVICES AGREEMENT**

**I. STATEMENT OF WORK**

Services: [The Services section should include the Approved External Rate listing of Products and Services being offered to the Client (product/service description and external rate per unit). The approved external rates are published in the most current approved Sales & Service Rate Application/Revision.]

 Deliverables:

 Information/Materials provided by Client:

 Additional Client Responsibilities:

**II. FEES AND PAYMENT SCHEDULE**

 Fees (i.e., Rates per Service Title):

Payment Schedule:

Terms of Payment: [Location – please consider setting up terms requiring payment in full before (or at the same time that) deliverables are provided, so that we have leverage to get the final payment from the Client. Payment up front, or installment payments (e.g., $X shall be paid to University, within Y days of the date that University delivers Z to Client) is preferred. If services are provided before the UC receives payment, it may be difficult to collect outstanding fees from the Client. Also, if the UC is performing services before payment is due, consider running a credit check on the Client, to determine whether the Client pays its debts on-time.]

Invoicing Address:

Form of Payment: