

## TERMS AND CONDITIONS FOR SERVICES

These Abbreviated Terms and Conditions are only to be used by the Utah State Board of Education (“USBE”) acquiring services under \$175,000.00.

1. **ENTIRE AGREEMENT:** The contract, including any documents attached or referenced in the contract, constitute the entire contract between the parties. Contractor agrees that this contract will be classified as a public document under the State of Utah’s GRAMA laws (Utah Code 63G-2) and is subject to public disclosure under Utah’s GRAMA laws.
2. **GOVERNING LAW:** This contract shall be interpreted and governed by the laws of the State of Utah, and the venue of any action brought hereunder shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Contractor agrees that all services and any deliverables that result from the services furnished under this contract will comply fully with all applicable state and federal laws, rules, codes, regulations, and orders, including applicable licensure and certification requirements. Contractor also agrees to comply with any applicable State and Federal laws, statutes, rules, regulations, and order that relate to Contractor’s employment practices or Contractor’s ethics in contracting with USBE.
4. **STANDARD OF CARE AND COMPLIANCE:** The services provided by Contractor and its employees, agents, subcontractors and subconsultants, if any, shall be performed in accordance with the standard of care exercised by licensed members of Contractor’s respective profession for the scope of work of this contract. Contractor also warrants that all services and any deliverables that result from those services provided under this contract will conform to and perform in accordance with the relevant specifications contained in this contract. If Contractor is required to correct or reperform services and/or deliverables, it shall be at no cost to USBE and any services and/or deliverables corrected or re-performed by Contractor shall be subject to the requirements of this contract.
5. **INDEMNITY CLAUSE:** Contractor agrees to indemnify, save harmless, and release USBE, the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all losses, damages, injury, liabilities, suits, and proceedings arising out of the performance of this contract, including personal injury and damage to real or personal tangible property, which are caused in whole or in part by the acts or negligence of the Contractor, its officers, agents, volunteers, employees, its subcontractors or its subconsultants, at any tier, without limitation; provided, however, that Contractor shall not be obligated to indemnify for that portion of any claim, loss or damage arising hereunder due to the sole fault of USBE.
6. **TIME IS OF THE ESSENCE:** For all services performed under this contract, time is of the essence.
7. **DELIVERABLES:** Contractor agrees that any deliverable under this contract, to the extent to which it is eligible under copyright law in any country, shall be deemed a work made for hire, such that all right, title and interest in the deliverable shall be fully owned by USBE. To the extent any deliverables are deemed not to be, for any reason whatsoever, a work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such deliverables, and all extensions and renewals thereof, to the USBE. Contractor further agrees to provide all assistance reasonably requested by USBE in the establishment, preservation and enforcement of its rights in such deliverables.
8. **PAYMENT:** Payments are to be made by the USBE within 30 days following of the date a proper invoice is received or verification of completion of services. The acceptance by Contractor of final payment without a written protest filed with the State within 10 business days of receipt of final payment shall release USBE and the State of Utah from all claims and all liability to Contractor for fees and costs of the performance of the services pursuant to this contract. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah’s Purchasing Card (major credit card).
9. **ASSIGNMENT/SUBCONTRACT:** Contractor may not assign, delegate or subcontract its rights, duties or obligations under this contract without the prior written consent of USBE.

- 10. AMENDMENTS:** This contract may only be amended by the mutual written agreement of the parties.
- 11. TERMINATION:** This contract may be terminated for convenience, at any time, by USBE immediately upon written notice being given to Contractor. Contractor will be entitled to compensation for any services that it has properly performed before the written termination. Such compensation will be Contractor's exclusive remedy in the case of termination for convenience and will be available to Contractor only after Contractor has submitted a proper invoice.
- 12. CONFIDENTIALITY:** During this contract USBE may disclose confidential information to Contractor. Contractor may only use the confidential information and any other information gained by reason of this contract only for the purpose of this contract. Contractor will promptly notify USBE of any potential or actual misuse or misappropriation of confidential information that comes to Contractor's attention. Contractor shall be liable for a breach of Contractor's obligations under this Section.
- 13. BREACH AND REMEDIES:** Contractor's nonperformance of its contractual obligations under this contract will constitute a breach of this contract and USBE may exercise any of the following remedies at its sole discretion: (1) exercise any remedy provided by law; (2) terminate this contract; (3) demand an immediate refund of any amount USBE has paid Contractor, including any damages that USBE has incurred as a result of Contractor's breach; and/or (4) suspend Contractor from consideration for future contract award.
- 14. SALES TAX EXEMPTION:** The services under this contract will be paid for from USBE's funds and used in the exercise of its essential functions as a State of Utah entity. USBE's sales and use tax exemption number is 11736850-005-STC.
- 15. SEVERABILITY:** A declaration by any court that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

[22 July 2022]