

AGREEMENT  
BY AND BETWEEN  
UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW  
AND

This Agreement is entered into by and between the University of California, Hastings College of the Law ("Hastings"), and \_\_\_\_\_ ("Consultant"), whose address is \_\_\_\_\_.

I.SCOPE OF SERVICE RENDERED

Hastings hereby retains the Consultant to perform the following professional services:

Consultant represents and warrants that it possesses the necessary skill, knowledge, certifications, and licensures to perform the services in a commercially reasonable manner. Consultant will perform all work hereunder in compliance with applicable Federal, State, and local laws and regulations. Consultant shall comply with all policies and procedures of Hastings of which it is made aware, including COVID-19 related requirements for individuals who are working on-site at Hastings. Consultant acknowledges and agrees that if performing the Services on-site at Hastings, all employees, agents, and representatives of Consultant performing Services on-site will be required to complete a [screening questionnaire](#), and to receive a flu vaccine by November 1, 2020.

II.TERM OF AGREEMENT

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_

Consultant acknowledges and agrees that in the course of performing the Services hereunder, it may have access to or be provided with confidential and/or proprietary information regarding Hastings' business, finances, data, research, strategies, marketing plans, and other information of a sensitive non-public nature. Consultant agrees to hold all such information in strict confidence and not to disclose or use such information except as necessary during the Term for performance of the Services.

III. COMPENSATION

The cost of services shall not exceed \_\_\_\_\_.

IV. PAYMENT

Hastings will pay Consultant following completion of the described work upon submission of an invoice detailing the work completed under this agreement:

David Seward  
University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

Payment Terms: **Net 30.**

#### V. ADDITIONAL SERVICES / OTHER AMENDMENTS

In its sole and absolute discretion, Hastings may order additional services outside the scope of Work. Consultant shall not make any change in the Work or be entitled to any adjustment of Contract Term or Compensation, except as provided by Hastings by means of a written amendment to this Agreement.

Any and all amendments are to be in writing, and negotiated and signed by both parties.

#### VI. TERMINATION CLAUSE

In the event Consultant fails to carry out or comply with any of the terms and conditions of this Agreement, Hastings reserves the right to demand correction of any breach or default within ten (10) calendar days of notice to Consultant. In the event Consultant fails to correct the failure or default within the specified period, Hastings may terminate the Agreement without additional notice. Failure to terminate this Agreement is not to be deemed a waiver of the breach or default.

Either Hastings or Consultant may terminate this agreement without cause with a 30-day written notice.

#### VII. EXAMINATION OF RECORDS

Hastings and auditors of the State of California shall have access to and the right to examine and audit any books, documents and papers and/or records of Consultant involving transactions related to this Agreement for a period of three (3) years following its termination. These documents must contain adequate justification of the charges made to Hastings.

#### VIII. COORDINATION

Consultant, in performing services described herein, will coordinate and report to:

U.C. Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

Consultant is immediately to inform \_\_\_\_\_, or their designee, of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Consultant agrees to meet on a regular basis with Hastings management to review the progress of the work to be performed by Consultant and any unanticipated problems or issues.

## IX. INSURANCE AND INDEMNIFICATION

Hastings and its officers and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Consultant, and Consultant will fully indemnify and protect Hastings and its officers and the State of California from and against same. In addition to the liability imposed by law upon Consultant for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Consultant, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Consultant hereby assumes liability for and agrees to hold Hastings and its officers and the State of California harmless and indemnify Hastings and its officers for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any intentional or negligent acts or omissions of Consultant, its subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants. Consultant represents and warrants that the Services, including all deliverables in connection therewith provided by Consultant, will not infringe the intellectual property rights of any third party. Consultant shall defend, indemnify, and hold harmless Hastings and the State of California from and against any and all claims, damages, judgments, suits, and legal proceedings, and all costs and expenses in connection therewith, including reasonable attorneys fees, arising out of or resulting from any claim that the Services and associated deliverables infringe the intellectual property rights of any third party.

Consultant will maintain in force at all times during the term of this Agreement, Workers' Compensation (statutory limits) in the amount of \$1,000,000; and Employer's Liability, Comprehensive General Liability and Auto Liability, each in the amount of \$1,000,000. Such insurance policies shall name UC Hastings, its officers, employees and the State of CA as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. The parties acknowledge and agree that Consultant's insurance policies shall be primary and noncontributory to any policies of insurance maintained by Hastings. Consultant's workers' compensation coverage shall include a waiver of subrogation for the benefit of Hastings. Consultant shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California.

## X. EXCUSABLE DELAY

Consultant shall not be held responsible for delays in the performance of this Agreement caused by strikes, lockouts, labor disturbances, acts of government, acts of nature (e.g. earthquake) or other causes similar to the foregoing which are beyond the control of and are not the fault of Consultant. Provided, however, that Consultant shall, within five (5) days after the occurrence of cause or causes of delay, request an extension of time from David Seward. Such request shall be in writing and shall state in detail the reasons for the delay which will prevent timely performance. If Hastings finds that such cause or causes of delay exist, it may either grant Consultant an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

## XI. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

## XII. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, heard before an arbitrator selected by both parties or pursuant to a strike off, in accordance with the American Arbitration Association Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorney's fees.

### XIII. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered, and addressed to the parties at the addresses set forth below, or to such other address as either party may designate in writing from time to time.

If to Hastings:

David Seward, CFO  
University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

If to Consultant:

Any change of address of Consultant shall immediately be communicated in writing to Hastings.

### XIV. NONDISCRIMINATION

UC Hastings prohibits discrimination against any person employed; seeking employment; or applying for or engaged in a paid or unpaid internship or training program leading to employment with UC Hastings College of the Law on the basis of race, color, national origin, religion, age, sex, gender, sexual orientation, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws and Hastings policies.

### XV. DRUG-FREE WORKPLACE CERTIFICATION

Consultant certifies compliance with Government Code Section 8355 by signing and incorporating the attached Drug Free Workplace Certification Exhibit into the Agreement.

### XVI. W-9 FORM

As required by Hastings, Consultant must complete a W-9 form attached hereto and shall be submitted together with this Agreement for full execution.

XVII. CONFLICT OF INTEREST

- A. Consultant will not hire any employee of Hastings to perform any service covered by this Agreement.
- B. Consultant affirms that to the best of Consultant s knowledge, there exists no actual or potential conflict between Consultant s family, business or financial interests and the services under this Agreement and in the event of any change in such circumstances will inform Hastings of any questions regarding possible conflicts of interest that may arise as a result of such change in circumstances.

XVIII. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.

XIX. NON-RESPONSIBILITY OF THE REGENTS

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible under this Agreement.

XX. ENTIRE AGREEMENT

This Agreement and the exhibits hereto, constitute the entire agreement between the parties and no party shall be liable or bound to the other in any manner except as set forth in this Agreement.

Dated: \_\_\_\_\_  
UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Seward  
Chief Financial Officer

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Title

Approved as to Form:  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
John DiPaolo  
General Counsel

## UC Hastings College of the Law

### Non-Discrimination Policy

#### Definitions:

**Gender:** The sex of a person, including a person's gender identity, and gender expression.

**Gender Expression:** A person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.

**Gender Identity:** Each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.

**Gender Transition:** The process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This process may include, but is not limited to, changes in name and pronoun usage, facility usage, participation in employer-sponsored activities (e.g. wellness physical activities, teambuilding projects, or volunteering), or undergoing hormone therapy, surgeries, or other medical procedures.

**Pregnancy:** Includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth.

**Protected Veteran:** A veteran who is protected under the non-discrimination and affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; specifically, a veteran who may be classified as a "disabled veteran," recently separated veteran," "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined by 41 CFR 60-300.2.

**Service in the Uniformed Services:** Includes service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.

**Sex:** Includes, but is not limited to, pregnancy; childbirth; medical conditions related to pregnancy, childbirth, or breast feeding; gender; gender identity; and gender expression, or perception by a third party of any of the aforementioned.

**Transgender:** A general term that refers to a person whose gender identity differs from the person's sex assigned at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth. A transgender person may or may not identify as "transsexual."