**University of Pittsburgh**

**Services Agreement (Short Form – Domestic)**

**Instructions and Guidelines for Use**

This Services Agreement (Short Form – Domestic) form of agreement is for use when the services are being performed in the United States and when the total contract value is $10,000.00 or less.

This form of agreement is designed to address the most basic of contract terms: identify the parties; describe the services to be performed; identify when and where those services are to be performed; establish the compensation to be paid for the services. A minimum of “boilerplate” terms are included.

**DELETE THE FIRST FOUR PAGES OF THIS DOCUMENT (INSTRUCTIONS AND GUIDELINES FOR USE) BEFORE SHARING THE SHORT FORM SERVICES AGREEMENT WITH THE PROVIDER AND BEFORE SIGNATURES. REFER TO THE SECTION BELOW ON PRINTING AND SIGNATURES.**

If you have need for services to be provided internationally, please contact your [assigned procurement specialist](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments) to determine whether the Services Agreement (Short Form – International) or Services Agreement (Standard – International) form of agreement is appropriate for your needs.

Do not use this Short Form if the services involve:

* the University disclosing or the Provider creating, hosting, maintaining or having access to any of the following types of information/data: **personally identifiable information (PII)**, **education records covered by FERPA**, **protected health information (PHI) covered by HIPAA**, or **payment card information** (e.g., credit/debit cards).
* The Provider or its personnel having **“direct contact” with minors** or the performance of services in University dormitories or children’s buildings.
* The Provider **publicizing** the University with more than just the name of the University on a list of customers.

If the services involve any such information/data, please contact your [assigned procurement specialist](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments).

**Drafting Tips**

**Preamble**

Enter the Effective Date of the Agreement and include the requested contact information regarding the Provider. Be sure to use the full legal name of the Provider (*e.g.*, “Apple Inc.” and not simply “Apple.”).

The Preamble identifies the University by its official legal name, “University of Pittsburgh – Of the Commonwealth System of Higher Education.” Additional space is provided for you to identify your specific school or department and contact information.

**Scope of Services**

When completing the Scope of Services, the main idea is to simply state what your expectations are as to the services to be performed and any particular deliverables and timelines for performance.

**Name of Project**: Insert the name of the project these services will support. If you don’t have the need to reference a project name, simply insert “N/A” or “Not Applicable.”

 **Locations**: Identify the location(s) where the services will be performed.

**Description of Services and Deliverables**: Provide a detailed description of the services that are expected from the Provider. List any expected deliverables.

**Dates and Deadlines**: Identify all dates when services are to be performed and deadlines for deliverables.

**Times**: Identify the time of day services are to be performed (if relevant).

If you need a more detailed Scope of Services, you have the option of using the included Schedule A – Scope of Services. The included Schedule A contains examples of items commonly included in a Scope of Services (along with drafting tips for each item). These items are included for your reference. As the Scope of Services is unique to each transaction, you are free to customize the Scope of Services to suit your individual needs.

**Section 1 – Fees; Taxes; Payment Terms**

Enter the fees and/or rates applicable to the services. Fees and rates are unique to each transaction, so space is provided for you to specify the fee/rate structure that suits your particular needs. If more detail is needed, you can simply reference the Scope of Services or another Schedule and include that information in the Scope of Services/Schedule.

It is recommended that any description of fees (a) establish the compensation to be paid to Provider (*e.g.*, flat fee of $X.XX, per diem of $X.XX, hourly rate of $X.XX, or insert a detailed rate schedule) and (b) include any limits on compensation (*e.g.*, Provider’s total compensation shall not exceed $X.XX without prior written authorization from the University.).

**Section 2 – Term and Termination**

Enter the length of term and identify whether the term is measured in days, months or years (*e.g.*, three (3) years).

**Section 8 – Insurance**

The University can face financial exposure for property damage or personal injury occurring during the provision of Services provided under this Services Agreement. Requiring the Provider to maintain insurance enables the University to limit its financial exposure for certain specified risks by shifting those risks to the Provider’s insurance company. Insurance also helps ensure that the Provider can financially meet its indemnity obligations in the event of a significant loss.

Recommended minimum levels of insurance are included in Schedule B. You have the discretion to make a business decision as to requiring the recommended insurance. Factors you may want to take into consideration in making that business decision include: the type and size of the transaction; the inherent risks associated with the particular Services; the price or sophistication of the Services; and whether the Services are critical to your departmental goals or objectives.

If you decide to require the recommended insurance, no revisions are needed to Section 8 or Schedule B. In that case, simply ensure that the Provider provides you with a copy of their Certificate of Insurance (as detailed in Schedule B) prior to the commencement of Services. If you determine that insurance is not necessary, delete Schedule B.

If you need assistance in determining whether insurance should be required as to your particular transaction, consult with your [assigned procurement specialist](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments).

Examples of varying factors and degrees of risk to take into consideration when determining insurance requirements:

|  |  |  |
| --- | --- | --- |
| **Example of Services** | **Degree of Risk** | **Insurance Determination** |
| Hiring seamstress to mend theater costumes; provider is sole proprietor; all work performed off-site | Low risk activity; probability of property damage and personal injury is minimal | Reasonable circumstances that would justify deviation from minimum levels of insurance |
| Hiring photographer; provider is sole proprietor; photo shoot to take place at various University locations | Moderate risk activity; potential exist for property damage and personal injury | Advisable to include minimum levels of insurance |
| Hiring window washers to clean exterior windows of a 6-story building; provider is a business entity; all work performed on University property | High risk activity; probability of property damage and personal injury is heightened | Circumstances would not justify deviation from minimum levels of insurance |

**Schedule A – Scope of Services**

Please refer to the drafting tips above under Scope of Services. If you do not need a separate Schedule A to detail the Scope of Services, simply delete this Schedule and re-name any subsequent Schedules accordingly.

**Schedule B – Insurance**

Please refer to the drafting tips above under Section 8 – Insurance. If you make a business decision to not require the recommended levels of insurance, simply delete this Schedule and re-name any subsequent Schedules accordingly.

**Printing and Signatures**

**YOU MUST DELETE THE FIRST FOUR PAGES (INSTRUCTIONS AND GUIDELINES FOR USE) PRIOR TO PRINTING OR OBTAINING SIGNATURES.** To do so, you must first save the document as PDF. Once saved as a PDF you can enter your page selection from the print menu options.

**Minors**

Contact your [assigned procurement specialist](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments) if the Services involve the Provider or its personnel having “direct contact” with minors or the performance of services in University dormitories or children’s buildings (*i.e.*, buildings intended primarily for use by minors, including the Child Development Center and the Falk School).

“Direct contact” is defined by Pennsylvania law as a person who cares for, guides, supervises or controls, or who has routine contact with, minors under the age of 18.

If the Services involve direct contact with minors or the performance of services in University dormitories or children’s buildings, provisions addressing required background clearances will need to be included. Your [assigned procurement specialist](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments), in consultation with the Office of University Counsel, can provide the appropriate requirements suitable to your agreement.

**Confidential Information**

Contact your [assigned procurement specialist](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments) if the Services involve the University disclosing or the Provider creating, hosting, maintaining or having access to any of the following types of information/data: **personally identifiable information (PII), education records covered by FERPA, protected health information (PHI) covered by HIPAA, or payment card information** (e.g., credit/debit cards).

If the Services involve the University disclosing or the Provider creating, hosting, maintaining or having access to such confidential information, provisions regarding the proper handling of such confidential information will need to be included. In addition, security approvals from [Pitt IT](https://www.technology.pitt.edu/security/vendor-security-risk-assessment) and/or the [University’s eBusiness Resource Group](https://ebusiness.pitt.edu) may be required. Your [assigned procurement specialist](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments), in consultation with the Office of University Counsel, can provide the appropriate requirements suitable to your agreement.

**Publicity**

Contact your [assigned procurement specialist](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments) if the Services involve the Provider’s request or requirement to publicize any University details or information beyond simply including the University’s name on a list of Provider’s customers.

If the Services involve the Provider wanting to use the University’s name and logo for publicity or advertising purposes, provisions regarding the proper handling of such material will need to be included. In addition, approvals from the [Office of University Communications & Marketing](https://www.communications.pitt.edu/) may be required. Your [assigned procurement specialist](https://www.ppt.pitt.edu/about-us/procurement-specialist-rc-assignments), in consultation with the Office of University Counsel, can provide the appropriate requirements suitable to your agreement.

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**Services Agreement (Short Form)**

This Services Agreement (the “Agreement”) is entered into as of Click to enter date (the “Effective Date”) by the University of Pittsburgh – Of the Commonwealth System of Higher Education, a Pennsylvania non-profit corporation, (the “University”) and the Provider named below.

**PROVIDER:**

Name of Provider:

Click to enter name

Address:

Click to enter address

City/State/Zip Code:

Click to enter info

Phone/Fax/email:

Click to enter info

**UNIVERSITY OF PITTSBURGH:**

School or Department:

Click to enter name

Address:

Click to enter address

City/State/Zip Code:

Click to enter info

Phone/Fax/email:

Click to enter info

**Scope of Services**. Provider shall perform the following services (the “Services”):

Name of Project: Click here to enter text

Locations (or enter “See attached Schedule A”): Click here to enter text

Description of Services and Deliverables (or enter “See attached Schedule A”): Click here to enter text

Dates and Deadlines (or enter “See attached Schedule A”): Click here to enter text

Times (or enter “See attached Schedule A”): Click here to enter text

1. **Fees; Taxes; Payment Terms**. Provider will be paid as follows: Enter fees/rates (or enter “See attached Schedule A”). Provider’s fees shall include all expenses, and Provider, as an independent contractor, shall be responsible for all such expenses and taxes incurred in connection with providing the Services. The University shall pay the fees by processing and issuing a payment in US dollars 30 days from the date of an undisputed invoice on the condition that the Services have been completed.
2. **Term and Termination**. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of Enter term (the “Term”). This Agreement may be terminated by the University at any time and without cause upon written notice. If terminated by the University without cause, the University shall pay Provider for the Services provided up to the date of termination set forth in the written notice.
3. **Representations and Warranties**. Provider represents and warrants that: (a) Provider will comply with all applicable laws, rules and regulations in performing the Services, (b) the Services will be performed in a professional and workmanlike manner using such care and skill as is customary for the provision of similar services in the location(s) where the Services are performed, (c) all Services will meet any specifications and requirements set forth in this Agreement, (d) Provider has, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications and approvals that are legally required for Provider to render the Services, (e) none of the Services or Work Product, and the University’s use thereof, infringe or will infringe any intellectual property right of any third party, and (f) if this Agreement is being procured with funds from a Federal government contract or grant (or funds from a subcontract at any tier relating to a Federal government contract or grant), Provider shall comply with the applicable Federal Flowdown provisions set forth at <https://www.ppt.pitt.edu/sites/default/files/farsched.pdf> , which are incorporated into this Agreement by reference.
4. **Work Product**. Any and all deliverables, reports, documentation, files, media and other materials created by Provider in connection with the Services shall be considered “Work Product.” The Work Product shall constitute works-made-for-hire belonging exclusively to the University. To the extent that any Work Product does not constitute a work-made-for-hire owned by the University, Provider agrees to assign and hereby does assign and transfer all of its right, title and interest in such Work Product to the University.
5. **Confidentiality**. All non-public, confidential or proprietary information of the University ("Confidential Information"), including, but not limited to, information about its business affairs, specifications, samples, patterns, designs, plans, drawings, documents, research or data, disclosed by the University to Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Provider's use in performing this Agreement and may not be disclosed or copied unless authorized by the University in writing. Upon the University's request, Provider shall promptly return all documents and other materials received from the University or destroy all such copies and certify in writing to the University that such Confidential Information has been destroyed.
6. **Indemnity**. Provider shall indemnify, defend and hold harmless the University, its trustees, officers, employees, agents and representatives (collectively, the “University Indemnitees”) from and against any and all losses, liability, cost and expenses, including attorney’s fees and costs, awards, judgments, damages, fines, penalties, claims and causes of action (collectively, “Claims”) arising out of or related to the negligent acts or omissions or willful misconduct of the Provider or any of its officers, directors, employees, agents, representatives, contractors, successors, assigns or anyone acting on any of their behalf in connection with, arising from or related to the performance of obligations under this Agreement, including Claims for (a) personal injury, including death, and damage to property, (b) the breach by the Provider of any term, representation, warranty or covenant under this Agreement, or (c) defective, unsafe or non-conforming goods supplied by Provider.
7. **Independent Contractor**. The University and Provider shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer or joint venture.
8. **Insurance**. The University may require proof of applicable insurance prior to performance of the Services in accordance with the attached Schedule B.
9. **Entire Agreement; Amendments; Assignment**. This Agreement, including any schedules, exhibits, attachments and documents referenced herein, constitutes the final agreement between the parties. No change or rescission of this Agreement shall be valid unless it is made in a written amendment signed by the parties. Neither party may assign this Agreement or any of its rights under this Agreement nor delegate any performance under this Agreement, except with the prior written consent of the other party.
10. **Publicity**. Neither party shall (a) issue a press release or make any other public statement that references this Agreement, or (b) use the other party's names or trademarks for publicity or advertising purposes, except with the prior written consent of the other party which may be withheld in that party’s sole discretion.
11. **Survivability**. The terms of this Agreement which by their nature and for any reason are intended to survive and extend beyond the termination, cancellation or expiration of this Agreement, shall remain in effect and be binding upon the parties beyond such time. Such terms shall include without limitation those that confer rights based on prior breaches or performance.
12. **Choice of Law; Venue**. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof. Any controversy, claim or dispute arising out of or relating to this Agreement shall be adjudicated in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania.
13. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. The signatures of all of the parties need not appear on the same counterpart. Delivery of an executed counterpart of this Agreement, by facsimile, portable document format (.pdf) or by any other electronic means, has the same effect as delivery of an executed original of this Agreement.

This Agreement has been duly executed by the authorized representatives of the parties hereto as of the Effective Date set forth above.

**University of Pittsburgh:**

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

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Provider:**

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

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule A**

**Scope of Services**

**Description of Services and Deliverables**:

Enter detailed description of the Services that are expected from the Provider. List any expected Deliverables.

**Location(s):**

Identify the location(s) where the Services will be performed.

**Acceptance Criteria / Acceptance Testing Procedures:**

If applicable, identify any procedures/requirements for the testing and acceptance of the Services and/or Deliverables that are required by the University before the Services or Deliverables are deemed to have been accepted.

**Dates/Deadlines/Milestones and Time(s) of Services:**

Identify the date(s) when Services are to be performed including any required deadline/milestone schedules. If applicable, specify the time(s) of day when Services are to be performed.

**List of**

 **Key Personnel:**

If applicable, identify the names and contact information for Provider and University’s key personnel (*e.g.*, a specific project manager).

**Fees and Payment Terms**:

Fees/Rates and payment terms can be specified in Section 1 of the Agreement or, if you have a need for more detailed terms, you can identify those here. As a drafting tip, you want to (a) establish the compensation to be paid to Provider (e.g., flat fee, per diem, hourly rate, insert rate schedule) and (b) include any limits on compensation (e.g., Provider’s total compensation shall not exceed $X.XX without prior written authorization from the University.)

**Expenses**:

If the University will reimburse Provider for expenses, it is recommended to describe here the expenses that will be considered reimbursable and not reimbursable, including any pre-approval requirements and/or limits on the total amount of expenses that will be reimbursed. If expenses will be reimbursed, you should consider requiring that no reimbursement for expenses shall be provided unless Provider substantiates the expenses claimed by submitting to the University receipts or other documentation acceptable to the University. It is recommended that all costs, including reimbursement for travel, lodging, etc., be part of a not-to-exceed amount.

**Schedule B**

**Insurance**

1. At all times during the Term of this Agreement, Provider agrees to carry, at its own expense, at least the following types and amounts of insurance coverage:

 Commercial General Liability

 $1,000,000 Each Occurrence

 $2,000,000 General Aggregate

 $1,000,000 Products and Completed Operations

 $1,000,000 Personal and Advertising Injury

 $100,000 Fire Damage (any one fire)

 $10,000 Medical Expense (any one person)

 Automobile Liability

 $1,000,000 Combined Single Limit for Bodily Injury and Property Damage per

 Accident. Coverage to include hired car and non-owned automobiles.

Or

Personal auto liability as per Pennsylvania law if Provider is sole proprietor.

 Workers’ Compensation (not required if Provider is sole proprietor)

 Statutory

 Employer’s Liability (not required if Provider is sole proprietor)

 $1,000,000 Each Accident

 $1,000,000 Disease – Policy Limit

 $1,000,000 Disease – Each Employee

1. All insurance policies required under this Agreement shall (i) be issued by insurance companies reasonably acceptable to the University, (ii) provide that such insurance carriers give the University at least 60 days’ prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Provider shall have new insurance policies in place that meet the requirements of this Agreement, (iii) waive any right of subrogation of the insurers against the University, (iv) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the University shall be excess and non-contributory, and (v) name the “University of Pittsburgh – Of the Commonwealth System of Higher Education and its trustees, officers, agents and employees” as additional insureds to the extent permitted by law.
2. Prior to the commencement of Services, Provider shall provide the University with copies of the certificates of insurance and policy endorsements for all insurance coverage required hereunder. Satisfaction of these insurance requirements shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).