

**UNIVERSITY OF MAINE SYSTEM
CONTRACT TO PROVIDE SERVICES**

This Contract is entered into this _____ day of _____, 20____, by and between the University of Maine System, acting by and through the University of _____, (hereinafter referred to as the "University,") and _____, (hereinafter referred to as the "Agency").

WHEREAS, the Agency desires to enter into a contract for specific services, and the University represents itself as competent and qualified to provide those services to the Agency;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Specifications of Work** : The University agrees to perform the services described in the Specifications of Work set forth in **Attachment A**, which is hereby incorporated by reference.
2. **Term** : This Contract shall commence on _____, 20____ and shall terminate on _____, 20____, unless terminated earlier as provided in this Contract.
3. **Payment** : The total of **all** payments made against this Contract shall not exceed \$_____. The Agency shall compensate the University for the services in accordance with the budget set forth in **Attachment B**, which is hereby incorporated by reference. Payment shall be due within thirty (30) days of receipt of invoice by the Agency.
4. **Termination**: This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. Termination does not release the University from its obligations to provide services per the terms of the Contract during the notification period. The Agency shall pay the University for all services performed to the effective date of termination and all financial commitments which cannot be canceled.
5. **Modification**: This Contract may be modified or amended only in a writing signed by both parties.
6. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine, except that its conflicts of law provisions shall not apply.
7. **Non-Discrimination**: The parties shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, or veteran status. The University encourages the Agency in the employment of individuals with disabilities.
8. **Indemnification**: Nothing in this Contract shall be construed as an indemnification by one

party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Contract. Any liabilities or claims for property loss or damage or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of the performance of this Contract shall be determined according to applicable law. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such liabilities or claims; and each shall continue to enjoy all rights, claims, immunities and defenses available to it under law, including but not limited to the Maine Tort Claims Act, 14 M.R.S.A. §8101, et seq.

9. Contract Validity: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.

10. Independent Agency: University is an independent contractor of the Agency, not a partner, agent or joint venturer of the Agency and neither party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other.

11. Intellectual Property: Unless otherwise provided by law or applicable grant requirements, any information and/or materials, finished or unfinished, produced by the University in the performance of this Contract, and all of the rights pertaining thereto, shall be the property of the University.

12. Entire Contract: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior Contracts between the parties on the subject, whether oral or written, express or implied.

13. Waiver. The failure of either party to exercise any of its rights under this Contract for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Contract shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Contract unless specifically agreed in writing.

14. Binding Effect. This Contract shall be binding upon, and shall extend to the benefit of, the parties hereto and their respective permitted successors and assigns.

15. Record Keeping, Audit and Inspection of Records: The University shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of _____ years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Agency, the grantor agency (if any), or any of their

authorized representatives, shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the University pertaining to this Contract.

16. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other party promptly of the existence and nature of such delay.

17. Compliance: In performing under this Agreement, both parties shall comply with all applicable Federal, State and local laws, regulations and ordinances.

18. Notices: Any notice or other communication required, or which may be given, pursuant to this Contract, shall be in writing. Any such notice shall be deemed delivered (I) on the day of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section:

_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract this _____ day of _____, 20__.

University of Maine System,
acting through the University of

Agency

By: _____

By: _____

Title: _____

Title: _____

ATTACHMENT A
SPECIFICATIONS OF WORK

**ATTACHMENT B
BUDGET**