

Finance – One Washington Square – San José, CA 95192-0008

Main: (408) 924-1563

Purchase Order No.: \_\_\_\_\_

This Service Agreement ("Agreement") is entered into on \_\_\_\_\_ by and between the Trustees of the California State University on behalf of San José State University ("University") and \_\_\_\_\_ ("Contractor").

- Contractor agrees to provide services to the University as described in the attached Scope of Work, which is hereby incorporated by reference.
- In consideration of the Contractor's provision of services, the University shall pay Contractor a total amount of \$ \_\_\_\_\_ (including any applicable taxes), subject to the payment limit provided below. If the University is not paying Contractor any money for the services, the University shall provide Contractor with other valuable consideration as described in the Scope of Work.
- The University is not responsible for the payment of any of Contractor's out-of-pocket expenses. Contractor is responsible for and shall pay all federal, state, and local taxes. The University's total payment for services rendered under this contract shall not exceed \$ \_\_\_\_\_
- Contractor understands and acknowledges that this Agreement is subject to the CSU General Provisions for Service Acquisitions ("General Provisions"), which are hereby incorporated by reference. Contractor expressly agrees to the terms and conditions contained therein. The General Provisions are available by request from the Office of Contracts & Procurement Services or online at <http://www.calstate.edu/csp/crl/GP/GP.shtml>.
- This Agreement is effective on the date first provided above and terminates upon job completion, unless sooner terminated by the parties as provided in the General Provisions.
- Contractor agrees that should Contractor, its agents, or representatives cause any damage to University facilities, equipment, or property, the Contractor will be liable for the payment of the cost of repair or replacement, and upon presentation of a certified statement of such costs, reimburse the University.
- Any notices required under this Agreement shall be in writing and shall be mailed or delivered as follows:

**To San José State University:**

Name: \_\_\_\_\_  
Address: 129 S. Tenth Street  
San José, CA 95192-0041

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**To Contractor:**

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

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

- This Agreement, including the General Provisions and Scope of Work, contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each Party. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below.

**San José State University**

**Contractor**

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

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