**CONTRACT ACCEPTANCE AGREEMENT FORM**

ThisCONTRACT ACCEPTANCE AGREEMENTFORM (“Agreement”)is made between the Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo for the benefit of College/Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“CSU Pueblo” or “University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a  existing under the laws of the state of \_\_\_\_\_\_\_\_ with a business address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor” or “Contractor”), (singularly “Party” and together the “Parties”) concerning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**RECITALS**

**WHEREAS,** authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this Agreement under CSU Pueblo Fund Acct. No. \_\_\_\_\_\_\_\_\_, with a maximum agreement price not to exceed $\_\_\_\_\_\_\_\_\_\_\_; and

Contractor was selected in accordance with University policy to supply goods and/or services to the University.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, the Parties agree to the following terms and conditions.

**AGREEMENT**

1. **Agreement, additional documents/contracts and exhibits.**

 **A.** The Agreement between the Parties consists of the following documents, incorporated herein by these references:

* + 1. this Agreement;
		2. the Contractor’s Agreement/Contract,       pgs. (including any exhibits referenced and incorporated therein); and
		3. the following additional exhibits or attachments, if any: [none].
			1. Any conflict of terms or provisions between the documents listed above shall be resolved in the order of priority as listed in this Section 1(A).
1. **Effective Date, Term, and Expiration Date.** The effective date of this Agreement shall be the date that it is signed by or on behalf of the Colorado State University Pueblo Controller below, or on a later date if specified in the Contractor’s Agreement/Contract (“Effective Date”). The Term of this Agreement shall commence on the Effective Date shall expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Expiration Date”), unless sooner terminated as provided herein. This Agreement shall not be valid until it has been approved by the Colorado State University Pueblo Controller or authorized delegate. University shall have no liability for work performed or costs incurred prior to the Effective Date or after the Expiration Date. Any extension of this Agreement after the Expiration Date must be in writing signed by the authorized representatives of the Parties.
2. **Immunity/Insurance.**

 **A. Immunity.** Notwithstanding anything herein to the contrary, no term or condition of this Agreement shall be deemed, construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or provisions of the "Colorado Governmental Immunity Act", §§ 24-10-101, et seq., C.R.S. ("CGIA") or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq.. The Parties understand and agree that the liability of Colorado State University Pueblo, its Board of Governors, departments, officials and employees is controlled and limited by the provisions of the CGIA, as now or hereafter amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the University to the above cited laws. In no event will the University be liable for any special, indirect, or consequential damages, even if the University has been advised of the possibility thereof. As an institution of the State of Colorado, CSU Pueblo is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void.

 **B. Insurance**. (*not applicable to software orders/agreements*). If Contractor provides services under this Agreement, then:

 **i.** The Contractor shall obtain, and maintain at all times during the Term of this Agreement, insurance in the following kinds and amounts:

 **1.**Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all of Contractor’s employees acting within the course and scope of their employment.

 **2**. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits of $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the University a certificate or other document satisfactory to the University showing compliance with this provision. Notwithstanding this subsection, if the Contractor is a “public entity” within the meaning of the CGIA, the Contractor shall at all times during the Term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. Upon request by the University, the Contractor shall show proof of such insurance satisfactory to the University.

 **3**. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.

 **4.** (only if checked [ ] ) Professional liability insurance with minimum limits of liability of not less than $1,000,000.

 **5.** (only if checked [ ] ) Crime/Employee Dishonesty insurance with minimum limits of liability of not less than $1,000,000.

 **ii.** The Board of Governors of the Colorado State University System acting by and through Colorado State University, a division of the State of Colorado, shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). The address for the University on such additional insureds policy shall be: 555 S. Howes St., Fort Collins, CO 80521. Coverage required by this Agreement will be primary over any insurance or self-insurance program carried by the University.

 **iii.** Contractor shall notify University at least 45 days prior to cancellation or non-renewal of the required insurance coverage.

 **iv.** Contractor will require all insurance policies in any way related to the Agreement and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, State of Colorado, its agencies, organizations, officers, agents, employees and volunteers.

 **v.** All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the University. Self-insurance programs do not meet the State’s or the University’s insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified herein, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for workers’ compensation. This paragraph shall not apply to political subdivisions or agencies in the State of Colorado with a self-insurance program.

 **vi.** Upon written request by the University, the Contractor shall, within ten (10) days, provide to the University certificates showing insurance coverage required by this Agreement. If requested by University, no later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to the University certificates of insurance evidencing renewals thereof. At any time during the Term of this Agreement, the University may request in writing, and the Contractor shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

1. **Appropriated funds.** Payment pursuant to this Agreement shall be made as earned, in whole or in part, from available University funds for each fiscal year this Agreement is in effect. Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The liability of the University, at any time, for such payments shall be limited to the unexpended amount remaining of such funds.
2. **Default, Remedies for Default.** A Party will be considered in default of its obligations under this Agreement if such Party fails to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement effective the date specified in the notice, and may seek such other and further relief as allowed by law. Additionally, the University may seek all rights and remedies available to the University for Contractor’s infringement upon the Colorado False Claim Act, C.R.S. § 24-31-1201, et. seq. Further, CSU Pueblo does not agree to any form of binding arbitration and any reference to binding arbitration shall be void ab initio.
3. **Federal funds.** If federal funds are used for payment of any portion of the Agreement, this Agreement shall be subject to and contingent upon the continuing availability of such federal funds for the purposes hereof.
4. **Confidential Information.**

 **A. Definition.** Confidential Information (or “CI”) as used in this Agreement, shall include any and all documents, materials, data or information disclosed by one Party (the “Disclosing Party”) to the other Party (the “Recipient”) that (i) is clearly identified as CI at the time of disclosure, or (ii) the Recipient knows to be CI of the Disclosing Party. CI shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Agreement; or was in the possession of the Recipient at the time of disclosure and was not acquired under an obligation of confidence. CI shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS Sec.24-72-101, et seq. (“CORA”).

 **B. Applicability**. The Parties shall comply with the provisions of this section if either Party becomes privy to CI of the other in connection with this Agreement. The provisions of this section shall survive termination of the Agreement and shall continue in full force and effect for a period of three (3) years from the date of termination.

 **C. Obligation of Non-Disclosure.** The Parties shall keep all CI confidential at all times and comply with all laws and regulations concerning confidentiality of such information. Any request or demand by a third party for CI in the possession of a Party shall be immediately forwarded to the other Party’s designated representative for receipt of notice. If disclosure of the CI is required pursuant to CORA or to any lawful subpoena, court order, or other legal process, it shall be the sole responsibility of the Disclosing Party to initiate and prosecute a legal action to prevent, limit or prohibit the disclosure, at its own expense. The Recipient shall reasonably cooperate with the Disclosing Party with respect to any such legal action if it is filed in a timely manner, and prosecuted diligently and in good faith, but shall always have the right to proceed as it believes, in its sole discretion and judgment, to be required in accordance with the law.

 **D. Federal Law Applicability.** The Parties acknowledge that CI may also be protected pursuant to state or federal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Sec. 1320d, the Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g), and the Gramm-Leach-Bliley Act (Financial Services Modernization Act of 1999) (15 U.S.C. §§ 6801-6809), and the regulations relating to such laws.

1. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the University. Contractor and its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Contractor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the University, and (c) be solely responsible for its acts and those of its employees and agents.
2. **Representatives and Notice.** The individuals identified below are the designated representatives of the Parties. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s designated representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent to the email addresses set forth below. Either Party may from time-to-time designate or substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

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| **UNIVERSITY:**Name of Contract MonitorDepartment2200 Bonforte Blvd.Colorado State University PuebloPueblo, CO 81001Email: EmailTelephone: Telephone #With a copy to:Office of the General Counsel2200 Bonforte Blvd.Colorado State University PuebloPueblo, CO 81001Telephone: 719-549-2130 | **CONTRACTOR:**Name and Title Address 1Address 2City, State 0Email: EmailTelephone: Telephone# |

1. [ ]  This is an International Contract: (*Only applicable if checked.*) An international agreement with a non-U.S. contractor requires approval by the Office of the General Counsel.
2. **Compliance with Law.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination, unfair employment practices, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Sec. 1320d, and the Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g).When applicable, Contractor agrees to comply with laws that relate to the export of technical data or equipment, such as International Traffic in Arms Regulations (“ITAR”) and/or Export Administration Act/Regulations (“EAR”) and all such regulations and orders as currently in effect or hereafter amended. Contractor shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to CSU Pueblo without prior written notice. In the event that CSU Pueblo agrees to receive such export-controlled information, equipment or materials, Contractor shall (i) include the Export Control Classification Number (ECCN) or ITAR notice on the packing documentation, and (ii) send an electronic copy of the ECCN number and packing documentation to contracts@colostate.edu.
3. **Choice of Law/Venue.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution. Venue for any legal proceeding arising from this Agreement shall be in the County of Larimer, State of Colorado.
4. **Discrimination Prohibited.** Contractor and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Contractor and its subcontractors shall also abide by 41 CFS 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified protected veterans.
5. **Software Piracy Prohibition. Governor's Executive Order D 002 00.** University or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the Term of this Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the University determines that Contractor is in violation of this provision, the University may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
6. **Employee Financial Interest/Conflict of Interest.** The Parties aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or goods described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.
7. **Vendor Offset.** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
8. **Accessibility**. Contractor shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards as required under 8 C.C.R. 1501-11. Contractor shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability pursuant to Section §24-85-103 (2.5), C.R.S. The University may require Contractor’s compliance to the University’s Accessibility Standards to be determined by a third party selected by the University to attest to Contractor’s Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability pursuant to Section §24-85-103 (2.5), C.R.S.
9. **Entire Agreement; Headings.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties hereto execute this agreement upon the duly authorized signatures and dates below.

 Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor’s behalf and acknowledge that the University is relying on their representations to that effect and accept personal responsibility for any and all damages the University may incur for any errors in such representation.

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| **CONTRACTOR**:Insert Legal Name of Contractor By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | **STATE OF COLORADO**The Board of Governors of the Colorado State University System, acting by and through Colorado State University PuebloBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **LEGAL REVIEW**Philip J. Weiser, Attorney GeneralState of ColoradoBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Legal Counsel Office of the General CounselColorado State University Pueblo Special Assistant Attorney General |

ALL EXPENDITURE CONTRACTS REQUIRE APPROVAL by the

COLORADO STATE UNIVERSITY PUEBLO CONTROLLER

C.R.S. §24-30-202 and University policy require the University Controller to approve all expenditure Contracts or Agreements. This Contract or Agreement is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

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| **COLORADO STATE UNIVERSITY PUEBLO CONTROLLER**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |