

UNIVERSITY OF WASHINGTON CONTRACT No. \_\_\_\_\_

This agreement (hereinafter "contract") made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the University of Washington, Seattle, Washington 98195, an agency of the State of Washington (hereinafter "University") and

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(Name)

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(Mailing Address)

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(Hereinafter "Contractor") Witnesseth:

In consideration of the mutual premises hereinafter contained, the parties agree that this contract will be performed in accordance with the following conditions:

**GENERAL CONDITIONS**

**I. SCOPE OF WORK**

Accomplishment of the work entitled, " \_\_\_\_\_"  
\_\_\_\_\_"  
is described in Exhibit A attached hereto and by reference incorporated herein.

**II. PERFORMANCE PERIOD**

The performance period of the contract will extend from the effective date \_\_\_\_\_ through \_\_\_\_\_ unless amended by written mutual agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date.

**III. ESTIMATED COST AND EXPENDITURE LIMITATION**

The University will reimburse the Contractor for actual expenses incurred under the contract but not to exceed \$ \_\_\_\_\_ unless amended by written mutual agreement.

#### **IV. ALLOWABLE COST AND PAYMENT**

- A. Acceptance of this Subcontract including terms and conditions, is acknowledged by the contractor when it incurs expenses, submits an invoice and is reimbursed by the University.
- B. The University will reimburse the Contractor for direct costs and indirect costs (if applicable) incurred in the performance of this contract, provided that:
  - 1. The total of such costs does not exceed the estimated cost as provided in Article III herein;
  - 2. Such costs were allowable by terms of this contract; and
  - 3. Such costs are incurred in accordance with Contractor's established policy and procedure.
- C. The Contractor will submit vouchers to the University for reimbursement at least quarterly, but not more often than monthly, in triplicate to the following address:

University of Washington  
Accounts Payable, Box 351130  
3917 University Way NE  
Seattle, WA 98105

In order for the Contractor to receive payment, these vouchers must be in sufficient detail to indicate clearly the nature of all expenses in the format of the budget attachment (Exhibit B hereto). These vouchers must include reference to the University contract number. The final voucher must be submitted within 90 calendar days after the termination date of this contract and must be marked "Final" by the Contractor.

#### **V. BUDGET**

- A. Details - Exhibit B hereto
- B. The Contractor must not deviate significantly from the major line items of the budget attachment (Exhibit B hereto) unless specifically authorized in advance by the University's Program Director.

**VI. UNIVERSITY'S PROGRAM DIRECTOR**

The University's Program Director is \_\_\_\_\_. The Program Director is not authorized to amend or alter this contract. Any such alterations or amendments must be approved by the written mutual agreement of the parties hereto.

**VII. CONTRACTOR'S PRINCIPAL INVESTIGATOR**

The Contractor's Coordinator responsible for conduct of the work contemplated hereunder is \_\_\_\_\_. No change of Coordinator may be made without the prior written approval of the University's Program Director, \_\_\_\_\_ or appointed designee.

**VIII. SAVE HARMLESS**

The Contractor shall protect, indemnify, and save the University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from acts or omissions of the Contractor, the Contractor's employees, agents, howsoever caused. Provided, however, that the University shall be responsible for the provision of professional liability coverage for the students in the program.

**IX. TERMINATION BY THE UNIVERSITY**

If the University determines that termination is in its best interests because of lack of sufficient funds, or other substantial reason, the University may terminate this contract upon 60 calendar days written notice to the Contractor. Upon receipt of such notification, the Contractor may make no further commitments under the contract and must take all reasonable actions to cancel outstanding obligations. The total cost of the contract shall be negotiated between the University and the Contractor. Contractor shall be reimbursed for all costs to date of termination including non-cancelable costs.

**X. NONDISCRIMINATION**

By acceptance of this Subcontract, Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Age Discrimination Act of 1975, as amended, and the Americans with Disabilities Act of 1990.

**XI. LAW**

The laws of the State of Washington shall govern this contract and the venue of any action brought hereunder shall be in the Superior Court, County of King, State of Washington.

**XII. AFFIRMATIVE ACTION FOR INDIVIDUALS WITH DISABILITIES**

Contractor certifies that it will comply with Section 503 of the Rehabilitation Act of 1973, as amended, and agrees that the affirmative action clause contained therein is incorporated herein by reference.

**XIII. AFFIRMATIVE ACTION FOR VETERANS**

Contractor certifies that it will comply with the Vietnam era Veterans Readjustment Act of 1974, as amended, and agrees that the affirmative action clause contained therein is incorporated herein by reference.

**XIV. RECORDS**

The Contractor will maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses of the contract, to describe the nature of each expense and to establish relatedness to this contract. All records related to the contract shall be reasonably available for inspection by the University. The financial records of this contract will be retained for a period of three (3) years after completion of the contract Performance Period if audit to the satisfaction of the University and/or the sponsoring agency has occurred by that time. If such audit has not occurred by that time, the records must be retained until audit or until five (5) years following the end of the Performance Period to which they pertain, whichever occurs first. In all cases, records must be retained until resolution of any audit questions mentioned above.

**XV.** Title to equipment purchased under this subcontract shall vest with the Contractor, contingent upon mutual acceptance of the goals of the project.

No. \_

**SPECIAL CONDITIONS**

The Special Conditions, if any, attached hereto as Exhibit C and by reference incorporated herein apply to this contract, and in case of any conflict between the General Conditions and the Special Conditions, the latter will prevail.

APPROVED AND AGREED:

UNIVERSITY OF WASHINGTON

BY: \_\_\_\_\_

Carla Helm

(Name)

Interim Director, Purchasing

(Title)

No. \_\_\_\_\_

**EXHIBIT A SCOPE OF WORK**

**(See Article I)**

**DESCRIPTION:**

**EXHIBIT B BUDGET**

(See Articles IV and V)

<b>SALARIES</b>	\$
<b>BENEFITS</b>	\$
<b>GOODS &amp; SERVICES</b>	\$
<b>TRAVEL</b>	\$
<b>EQUIPMENT</b>	\$
<b>TOTAL DIRECT COSTS</b>	\$
<b>INDIRECT COSTS</b>	\$
<b>GRAND TOTAL</b>	\$

