

# Boise State University

## Design Services Blanket Agreement

#BPO- \_\_\_\_\_

This agreement ("Agreement") dated \_\_\_\_\_ is between Boise State University, 1910 University Drive, Boise, Idaho 83725 (the "Client"), and

\_\_\_\_\_

\_\_\_\_\_ (the "Contractor").

Whereas, the Client desires to engage the Contractor to perform certain services for the Client, pursuant to the terms and conditions stated in this Agreement.

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

1. **Services to be rendered.** The Client desires that the Contractor perform, and the Contractor agrees to perform the following: Such work includes, but is not limited to, Graphic Design, Copy writing and editing, Web design and maintenance, and related Project management along with such other work as may be directed by the Client.
2. **Non-exclusive.** This contract is non-exclusive and in no way restricts the ability of the Client to contract with other contractors for the same or similar services.
3. **No guarantee of work.** The establishment of this agreement does not guarantee that the services of the Contractor will be used. The Client does not guarantee the number of hours that will be contracted.
4. **Projects.** Work ("Projects") assigned under this Agreement shall be limited to \$50,000 following Idaho Statutes. All Projects assigned under this Agreement shall expressly require an authorized Purchase Order from the Client's Purchasing Manager. Contractor shall not begin work on a project until an authorized Purchase Order is received.
5. **Written quotes.** The Contractor will provide a written "not to exceed" quote for every project assigned under this agreement. The written quote is to be comprehensive, include a clear statement of work, and identify all deliverables. Written quotes are to identify this agreement by referencing the Agreement Number, found in the title.
6. **Project Purchase Order numbers.** The Client will assign projects to the Contractor using the Client's purchase order. The purchase order will reference this agreement and the Contractor's written quote. All invoices are to clearly identify the project purchase order number.
7. **Payment rate and invoicing.** The agreed upon billing rate will be as listed, in Appendix 1, for all work performed pursuant to this Agreement. Client will only make payment for work completed and accepted. Payment shall be made within a reasonable time after the Independent Contractor's final or progress billing has been received and approved by the Client. If the Contractor expects progress payments, the "written quote" for the project must clearly identify the milestones that qualify for progress payment.
8. **Reimbursement of expenses.** Client shall not be liable to the Contractor for any expenses he pays or incurs unless otherwise agreed to in writing by the Client. Contractor shall identify any necessary travel expenses in the written quote. Client shall reimburse Consultant for reasonable, actual and necessary travel expenses subject to the "not to exceed" amount quoted.
9. **Agreement Number.** Upon execution of this agreement Client shall identify this agreement by number and shall place that number in the title.
10. **Independent Contractor.** Contractor, in performing assigned projects, shall act as an independent contractor and not as an employee of Client. Nothing in this Agreement shall be construed to create a partnership, agency, joint venture, or employer-employee relationship. Contractor understands Client has no federal or state obligations regarding Contractor employee liability. Contractor shall not hold itself out or otherwise represent itself as anything other than an independent contractor to Client. Contractor assumes full responsibility for the actions of its consultant(s) or its sub-contractor(s) while they are performing services pursuant to this Agreement and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers compensation, disability benefits and the like.

11. **Equipment, tools, materials, or supplies.** The Contractor shall supply, at his sole expense, all equipment, tools, materials or supplies to accomplish the work to be performed.

12. **Federal, state and local payroll taxes.** Neither federal nor state, nor any other payroll tax of any kind shall be withheld or paid by the Client on behalf of the Contractor or the Contractor's employees. In accordance with the terms of this Agreement and the understanding of the parties, the Contractor shall not be treated for tax purposes as an employee with respect to the services performed.

13. **Fringe benefits.** Because the Contractor is engaged in his own independent contract business, he is not eligible for, nor entitled to, and shall not participate in, any of the Client's or the State of Idaho's pension, health or other fringe benefit plans.

14. **Notice to the Contractor regarding its tax duties and liabilities.** The Contractor understands that he is responsible to pay his income tax in accordance with federal and state law. The Contractor further understands that he may be liable for Social Security taxes, to be paid in accordance with all applicable laws.

15. **Client not responsible for worker's compensation.** Because the Contractor is engaged in its own independent contracting business and is not an employee of the Client, Client will not obtain worker's compensation insurance for the Contractor or his employees. The Contractor agrees to obtain worker's compensation coverage as required by law for himself and his employees and to furnish a copy of its certificate of worker's compensation insurance to the Client upon Client's demand.

16. **Insurance.** The Contractor shall maintain insurance of the types and in the amounts typically maintained by professionals of the same type as the Contractor, including, but not limited to, comprehensive general and vehicle liability insurance.

17. **Contractor's performance and warranty.** All work done by the Contractor shall be of the highest professional standard and shall be performed to the Client's reasonable satisfaction. The detailed manner and method of performing the work is under the control of Contractor, with the Client being interested only in the results obtained. Contractor warrants to Client that the design, material, analysis, data, programs, and services to be delivered or rendered hereunder, will be substantially of the kind and quality designated and will be performed by qualified personnel using generally accepted industry standards and practices. Contractor makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability.

18. **Design ownership.** The Contractor agrees that all data, material and artwork prepared or collected under this agreement shall become the exclusive property of the Client. The Client will have exclusive, unlimited ownership rights and use of all artwork and products. Any infringement upon said ownership can be subject to lawsuit and criminal penalties per Copyright Act of 1997. Client shall have all copyright and patent rights with respect to materials developed under this contract.

19. **Confidentiality.** The Contractor agrees that all data, material and artwork provided by the Client, the work in progress, and the final product, until published or disclosed by the Client, is confidential and is not to be disclosed to any other party without the written permission of the Client.

20. **Indemnification.**

Contractor shall indemnify and hold harmless Client, its agents, and employees from and against any and all liability, loss or expense, including attorneys fees, in connection with any claim, demand, action or cause of action asserted against Client, its agents, employees, and/or assigns because of any injury to or death of any person or persons, or for loss or damage to any property when such injury, death, loss, loss of use or damage arises out of or is attributed to the negligence, recklessness, of Contractor, its agents, employees, or subcontractors.

Contractor shall indemnify and hold harmless the Client, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Contractor's acts or omissions in the performance of services under this Agreement. Including any claim derived from use of material or artwork the Contractor chooses to include in projects created for the Client.

Consultant shall indemnify Client against any liability, loss or expense, including attorneys fees, in connection with any claim, demand or cause of action brought by any Consultant employee, agent, or subcontractor that is asserted against Client arising from such employee's contract for workers compensation.

Client shall, subject to the limits of the Idaho Tort Claims Act, indemnify and hold harmless Contractor, its agents, and employees from and against any and all liabilities, loss, damages or expense, including attorneys fees, in connection with any claim, demand, action or cause of action asserted against Contractor, its agents, employees, and/or assigns because of any injury to or death of any person or persons, or for loss or damage to any property

when such injury, death, loss, loss of use or damage arises out of or is attributed to the negligence, recklessness, of Client, its agents, employees, or subcontractors.

Client shall indemnify and hold harmless the Contractor, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of the Client's acts or omissions in the performance of services under this Agreement. Including any claim derived from use of material or artwork the Client provides for use in projects created for the Client.

21. **Liability.** Neither party will be liable to the other for any consequential, indirect or special damages that may arise out of the services provided under this agreement. In no event will either party be liable to the other for amounts in excess of the amount to be paid for services rendered under the Agreement.

22. **Term.** This Agreement's term shall begin on the date hereof and shall remain in force until terminated. Either party may terminate the Agreement at any time by giving written notice to the other. Notwithstanding a termination, the Contractor's obligations to provide follow-up services on work currently in progress shall remain in effect until such services are completed.

23. **Notices.** Any notice given in connection with the Agreement shall be given in writing, shall identify the Agreement by number, and shall be delivered either by hand, fax, mail as follows:

**Client:** Purchasing Manager  
Boise State University  
1910 University Dr.  
Boise, ID 83725  
Fax 208-426-1152

**Consultant:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. **No authority to bind Client.** The Contractor has no authority to enter into contracts or agreements on behalf of the Client. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the Client and Contractor in any respect.

25. **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall be not unreasonably withheld. Any attempt to assign this Agreement without prior written consent shall be void.

26. **Waiver.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

27. **Severability.** If a court of competent jurisdiction determines any provisions of this Agreement to be invalid or unenforceable, such provisions shall not affect any other provisions of this Agreement.

28. **Modification.** No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Contractor.

29. **Entire agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Contractor.

30. **Attorneys' Fees.** In the event that either party to this agreement retains the services of an attorney to enforce or defend any aspect of this Agreement, that party shall be entitled to full reimbursement of attorney fees and other legal costs should that party prevail in court, as is permitted by Idaho state law.

31. **Applicable law.** This Agreement shall be governed by the laws of the State of Idaho.

32. **Legal Compliance.** Contractor agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.

33. **Sufficient Appropriation by Legislature Required.** It is understood and agreed that the Client is a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. The Client reserves the right to terminate this Agreement if, in its sole judgment, the legislature of the State of Idaho

fails, neglects or refuses to appropriate sufficient funds as may be required for Client to continue payment. Any such termination shall take effect on ten (10) days notice and be otherwise effective as provided in this Agreement. It is understood and agreed that the payments provided for shall be paid from legislative appropriations.

34. **Officials, Agents and Employees of Client Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the Client shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

35. **Headings.** The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

	Boise State University		_____
By:	_____	By:	_____
	_____		_____
	Printed Name		Printed Name
	_____		_____
	Title		Title
	_____		_____
Date:	_____	Date:	_____

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Appendix 1

Payment rates:

	Services provided	Rate per hour
1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____
7.	_____	\$ _____
8.	_____	\$ _____
9.	_____	\$ _____
10.	_____	\$ _____