**GUIDELINES ON THE USAGE OF**

**UNIVERSITY SHORT FORM SERVICES AGREEMENT**

The standard University Short Form Services Agreement is for use with low-risk transactions between the University units and their External Sales customers. Use this agreement with the following guidelines:

* Value of services being provided can be for any dollar value.
* Transactions are low risk as defined by External Sales Policy (“Selling Goods and Services to External Customers”); and
* There are no additional or modified terms or conditions. The agreement (form) itself cannot be modified.
* Description of services, compensation or the term of the agreement can be amended using the Amendment to the Services Agreement (OGC-SC112)

The Short Form Services Agreement must not be used in lieu of any of the Standard Service Agreements or managed risk activity.

Standard Service agreements must be used for:

* confidentiality,
* liability limits,
* warranty limitations,
* intellectual property rights,
* drone technology,
* tribal government
* and international entities.

If you have any questions on the use of the Short Form Services Agreement, contact the External Sales Office at [extsales@umn.edu](mailto:extsales@umn.edu).

**Regents of the University of Minnesota (“University”)**

**Short Form Services Agreement**

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| --- | --- | --- | --- |
| **Department Name:** | | **Customer Name:** | |
| **Customer Address:** | | | |
| **Phone:** | **Fax:** | **Email:** | |
| **Dept. ID No.:** | **I/ESAF No.:** | (No contract assigned) Do not send to External Sales) | |
| **Term Start Date:** | | **Term End Date:** | |
| **Description of Services:** | | | |
| **Provide details and pricing (or enter “see attached Exhibit A”):** | | | |
| **Check One: Single Sale  Repeating/Multiple Sale** | | | |
| **Price per Service:** | | | $ |
| **Sales and Use Tax (if applicable):** | | | $ |
| **TOTAL Compensation:** | | | $ |

**1. What the University Will Provide.** Under this Agreement, University will provide external sales services as described and for the fee set forth above. In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

**2. What You Will Receive.** You will receive a service, a report indicating the results of your requested services and/or the materials described above.

**3. Exclusive Terms and Conditions.** These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on the University, notwithstanding any legend on such document.

**4. Ownership of Materials and Presentation.** With respect to any workshop/presentation activities under this Agreement, all materials provided by the University during the presentation shall remain the property of the University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of the University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of the University.

**5. Disclaimer of Warranty and Liability.** WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER,UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

**6. Indemnification and Insurance.** You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University’s work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party’s intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than $1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

**7. Applicable Law and Jurisdiction.** Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

**8.** **Use of University Name**. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such a case, references to “you” or “your” shall apply to the entity on whose behalf you are signing.

University Customer

Signature: Signature:

Print Name:       Print Name:

Title:      Title:

Date:       Date: