



## GENERAL PROVISIONS TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTORS

1. **PAST CONTRACTS:** Contractor agrees that, if requested, a listing of all contracts entered into during the last twenty-four months involving the State of California or The Tower Foundation of San Jose State University ("Tower") will be provided.
  1. **USE OF INFORMATION:** Contractor agrees not to utilize any information not a matter of public record, which is received by reason of this agreement, for pecuniary gain not contemplated by terms of this agreement, regardless of whether Contractor is or is not under contract at the time such gain is realized. The report, survey or other product developed by Contractor pursuant to this agreement is the property of Tower and shall not be used in any manner by Contractor unless authorized by Tower. Breach of this provision will make the contract voidable at Tower's sole discretion, and Contractor shall be solely liable for any damages incurred by Tower as a result of such breach.
  2. **HOLD HARMLESS:** Contractor shall defend, indemnify and hold harmless Tower, the State of California, the California State University, the Trustees of the California State University, the San Jose State University and the officers, directors, employees, volunteers and agents of each of them from any and all loss, damage, or liability and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed or engaged by any of them or anyone for whose acts any of them may be liable.
  3. **INDEPENDENT CAPACITY:** Contractor, and the agents and employees of Contractor, in the performance of this agreement shall act in an independent capacity, and are not officers, employees, or agents of Tower, and as such are not eligible for workers' compensation and unemployment benefits.
  4. **I-9 FORM:** Contractor is responsible for completion and retention of the I-9 form, required by the INS as part of the Immigration Reform and Control Act of 1986, on any employees of Contractor. Furthermore, Contractor is responsible for all tax reporting associated with any employees or subcontractors it contracts with.
  5. **FAILURE TO PERFORM:** Tower may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Tower may proceed with the work in any manner deemed proper by Tower. The cost to Tower shall be deducted from any sum due to Contractor under this agreement, and the balance, if any, shall be paid to Contractor upon demand.
  6. **ASSIGNABILITY:** This agreement is not assignable by Contractor either in whole or in part without prior express written consent of Tower.
  7. **ALTERATION OR VARIATION:** No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding to the parties hereto.
  8. **EXPENSES:** The consideration to be paid to Contractor, as provided herein, shall be payment for all of Contractor's expenses incurred in the performance hereof, including travel, unless otherwise expressly so provided.

## CONTRACTOR'S FAIR EMPLOYMENT PRACTICES

1. **DISCRIMINATION:** In the performance of this contract, Contractor shall not discriminate against any employee or applicant for employment with regard to all aspects of any employment relationship on the basis of race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, marital status, veteran status, political affiliation, union activity, nor, to the extent provided by state, federal and county law by reason of sex, age, sexual orientation or gender identity. Contractor shall post in conspicuous places all notices regarding the employment discrimination laws as required by state and federal law including, but not limited to, the California Fair Employment and Housing Act and Title VII of the Civil Rights Act of 1964.
2. **ACCESS TO RECORDS:** Contractor shall permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the Department of Fair Employment and Housing or any other agency of the State of California designated for the purpose of investigation to ascertain compliance with the Fair Employment Practices of this contract.
3. **REMEDIES FOR WILLFUL VIOLATION:** In the event of a violation of the Fair Employment Practices provision of this contract, Tower shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by Tower in securing the goods or services hereunder shall be borne and paid by Contractor and by his/her surety under the performance bond, if any, and Tower may deduct from any monies due or that thereafter may become due to Contractor, the difference between the price named in the contract and the actual cost thereof to Tower.

## QUESTIONS SHOULD BE DIRECTED TO

TOWER FOUNDATION OF SJSU  
ONE WASHINGTON SQUARE  
SAN JOSE CA 95192-0183  
408-924-1127