

University of Pittsburgh

Short Form International Services Agreement

Instructions and Guidelines for Use

This Short Form International Services Agreement is available for use when the need for a contract to procure services arises while Pitt representatives are conducting activities outside of the United States.

Before using this agreement, first review the [Global Operations website](#) and the specific advice for [International Services Agreements](#) on the Purchase, Pay & Travel website to determine whether your specific need requires use of a contract.

In many instances, low value transactions can simply be documented with an invoice or receipt provided by the Provider. Refer to the chart on the [International Services Agreements website](#) for a summary of contracting and payment options.

The following Short Form International Services Agreement is designed to address the most basic contract terms by identifying the parties, describing the services to be performed, identifying when and where those services are to be performed, and establishing the compensation to be paid for the services. A minimum of “boilerplate” terms are included.

Do not use this Short Form International Services Agreement if your specific needs involve any of the following:

- the disclosure of confidential information;
- the use of intellectual property or the need to clarify ownership of work product;
- the hiring of professional services (e.g., attorneys, medical professionals, engineers, architects, accountants, finance and tax advisors or management consultants); or
- projects involving complex deliverables and heightened levels of risk and liability.

If the preceding characteristics are present, you should use the Standard International Services Agreement that contains terms to address these more complex needs.

Please contact the [Purchasing Services Procurement Specialist assigned to your Responsibility Center](#) if your specific needs involve: (i) student education records that are subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, *et. seq.*; (ii) protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); (iii) “direct contact with children” (Pennsylvania law defines a child as an individual under eighteen (18) years of age); or (iv) the collection, access, use, storage, processing, disposal or disclosure of credit, debit or other payment cardholder information. The [Purchasing Services Procurement Specialist assigned to your Responsibility Center](#) will provide additional contractual provisions to address these matters.

Drafting Tips

Preamble

Enter the Effective Date of the Agreement and include the requested contact information regarding the Provider. Be sure to use the full legal name of the Provider (e.g., “Apple Inc.” and not simply “Apple”).

The Preamble identifies the University by its official legal name, “University of Pittsburgh – Of the Commonwealth System of Higher Education.” Additional space is provided for you to identify your specific school or department and contact information.

Scope of Services

When completing the Scope of Services, the main idea is to simply state what your expectations are as to the services to be performed and any particular deliverables and timelines for performance.

Name of Project: Insert the name of the project these services will support. If you do not have the need to reference a project name, simply insert “N/A” or “Not Applicable.”

Locations: Identify the location(s) where the services will be performed.

Description of Services and Deliverables: Provide a detailed description of the services that are expected from the Provider. List any expected deliverables.

Dates and Deadlines: Identify all dates when services are to be performed and deadlines for deliverables.

Times: Identify the time of day services are to be performed (if relevant).

If you need a more detailed Scope of Services, you have the option of using the included Schedule A – Scope of Services. The included Schedule A – Scope of Services contains examples of items commonly included in a Scope of Services (along with drafting tips for each item). These items are included for your reference. As the Scope of Services is unique to each transaction, you are free to customize the Scope of Services to fit your individual needs.

Section 1 – Fees; Payment Terms

Enter the fees or rates applicable to the services. Fees and rates are unique to each transaction, so space is provided for you to specify the fee/rate structure that suits your particular needs. If more detail is needed, you can simply reference the Scope of Services or another Schedule and include that information in the Scope of Services or the Schedule.

It is recommended that any description of fees: (a) establish the compensation to be paid to Provider (e.g., a flat fee of \$X.XX, per diem of \$X.XX, hourly rate of \$X.XX or insert a detailed rate schedule); and (b) include any limits on compensation (e.g., Provider’s total compensation shall not exceed \$X.XX without prior written authorization from the University).

Services Agreement

This Services Agreement (the “**Agreement**”) is entered into as of January 1, 2023 (the “**Effective Date**”) by the University of Pittsburgh – Of the Commonwealth System of Higher Education, a Pennsylvania non-profit corporation (the “**University**”), and the Provider named below (“**Provider**”).

PROVIDER:

Name of Provider:

Provider

Address:

PO Box 1217

Postal Code/City:

Apia

Country:

Samoa

Phone/Fax/Email:

+685-763-6737/none/kimamidwife@gmail.com

UNIVERSITY OF PITTSBURGH:

School or Department:

Center for Craniofacial and Dental Genetics

Address:

100 Technology Drive, Suite 400

City/State/Zip Code:

Pittsburgh, PA 15219

Country:

United States

Phone/Fax/Email:

412-624-4967/none/slr61@pitt.edu

Scope of Services. Provider shall perform the following services (the “**Services**”):

Name of Project: Oral health survey in Ola Tuputupua’e (Growing Up) Study

Locations (or enter “See attached Schedule A”): See attached Schedule A

Description of Services and Deliverables (or enter “See attached Schedule A”): See attached Schedule A

Dates and Deadlines (or enter “See attached Schedule A”): See attached Schedule A

Times (or enter “See attached Schedule A”): See attached Schedule A

1. **Fees; Taxes; Payment Terms.** Provider will be paid as follows: See attached Schedule A. Provider’s fees shall include all expenses, and Provider, as an independent contractor, shall be responsible for all such expenses and taxes incurred in connection with providing the Services. The University shall pay the fees within thirty (30) days following completion of the Services.

2. **Term; Termination.** This Agreement shall commence as of the Effective Date and shall continue thereafter until completion of the Services to the University’s satisfaction. This Agreement may be terminated by the University at any time and without cause upon written notice. If terminated by the University without cause, the University shall pay Provider for the Services provided up to the date of termination set forth in the written notice.

3. **Representations and Warranties.** Provider represents and warrants that: (a) Provider will comply with all applicable laws, rules and regulations in performing the

Services; (b) the Services will be performed in a professional and workmanlike manner using such care and skill as is customary for the provision of similar services in the location(s) where the Services are performed; (c) all Services will meet any specifications and requirements set forth in this Agreement; (d) Provider has, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications and approvals that are legally required for Provider to render the Services; (e) none of the Services or Work Product, and the University’s use thereof, infringe or will infringe any intellectual property rights of any third party; and (f) if this Agreement is being procured with funds from a Federal government contract or grant (or funds from a subcontract at any tier relating to a Federal government contract or grant), Provider shall comply with the applicable Federal Flowdown provisions set forth at <http://www.cfo.pitt.edu/farsched.pdf>, which are incorporated into this Agreement by reference.

4. **Work Product.** Any and all deliverables, reports, documentation, files, media and other materials created by Provider in connection with the Services shall be considered “Work Product.” The Work Product shall constitute “works made for hire” belonging exclusively to the University. To the extent that any Work Product does not constitute a “work made for hire” owned by the University, Provider agrees to assign and hereby does assign and transfer all of its right, title and interest in such Work Product to the University.

5. **Confidentiality.** All non-public, confidential or proprietary information of the University (collectively, “**Confidential Information**”), including, but not limited to, information about its business affairs, specifications, samples, patterns, designs, plans, drawings, documents, research or data, disclosed by the University to Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for Provider’s use in performing this Agreement and may not be disclosed or copied unless authorized by the University in writing. Upon the University’s request, Provider shall promptly return all documents and other materials received from the University or destroy all such copies and certify in writing to the University that such Confidential Information has been destroyed.

6. **Compliance with Anti-Bribery and Trade Laws.** Provider shall, and shall cause its officers, directors, employees and agents to, comply with all applicable laws, rules and regulations relating to import and export controls, sanctions, and antiboycott laws and regulations (collectively, the “**Trade Laws**”) and anti-bribery, fraud, kickbacks or anti-corruption, including the United States Foreign Corrupt Practices Act of 1977, as amended (collectively, the “**Anti-Bribery Laws**”). Provider represents that it has implemented, and Provider must at all times implement, adequate policies, procedures and controls to ensure that Provider and its officers, directors, employees and agents are in compliance with all applicable Trade Laws and Anti-Bribery Laws. Provider represents that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given

to any person or entity by or on behalf of Provider or any of its officers, directors, employees or agents.

7. **Independent Contractor.** The University and Provider shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer or joint venture.

8. **Insurance.** The University may require proof of applicable insurance prior to performance of the Services.

9. **Entire Agreement; Amendments; Assignment.** This Agreement, including any schedules, exhibits, attachments and documents referenced herein, constitutes the final agreement between the parties. No change or rescission of this Agreement shall be valid unless it is made in a written amendment signed by the parties. Neither party may assign this Agreement or any of its rights under this Agreement nor delegate any performance under this Agreement, except with the prior written consent of the other party.

10. **Publicity.** Except with the prior written consent of the other party, which may be withheld in that party’s sole discretion, neither party shall: (a) issue a press release or make any other public statement that references this Agreement; or (b) use the other party’s names or trademarks for publicity or advertising purposes.

11. **Survivability.** The terms of this Agreement which by their nature and for any reason are intended to survive and extend beyond the termination, cancellation or expiration of this Agreement, shall remain in effect and be binding upon the parties beyond such time. Such terms shall include without limitation those that confer rights based on prior breaches or performance.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. The signatures of all of the parties need not appear on the same counterpart. Delivery of an executed counterpart of this Agreement by facsimile, portable document format (.pdf) or by any other electronic means has the same effect as delivery of an executed original of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the authorized representatives of the parties hereto as of the Effective Date above set forth.

University of Pittsburgh:

By: _____

Name: _____

Title: _____

Provider:

By: _____

Name: _____

Title: _____

Schedule A
Scope of Services

Description of Services and Deliverables:

Kima will be responsible for translating and distributing/administering a survey on oral health and oral health behaviors to participants of the Ola Tuputupua'e ("Growing Up") study in Samoa. She will also return the survey data to Dr. Samantha Manna at the University of Pittsburgh following the completion of data collection.

Location(s):

Samoa

Acceptance Criteria/Acceptance Testing Procedures:

Not applicable

Dates/Deadlines/Milestones and Time(s) of Services:

Translate oral health surveys: completed by April 30, 2023

Administer oral health survey to Ola Tuputupua'e ("Growing Up") Study participants: completed by July 15, 2023

Send oral health survey data to Dr. Manna (University of Pittsburgh): completed by August 1, 2023

List of Key Personnel:

Kima Savusa

Fees and Payment Terms:

A flat fee of \$USD 5000 will be paid to the contracted party upon completion of all milestones.

Expenses:

Not applicable