

University of Colorado Health and Welfare Trust Standard Provisions

These Standard Provisions apply to all contracts.

1. **FUND AVAILABILITY.** Financial obligations of the Trust payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
2. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. § § 1346(b) and 2671 et seq., as applicable now or hereafter amended.
3. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the Plan Sponsor/Trust. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the Plan Sponsor/Trust and the Plan Sponsor/Trust shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the Plan Sponsor/Trust to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the Plan Sponsor/Trust, and (c) be solely responsible for its acts and those of its employees and agents.
4. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and state laws, Plan Sponsor/Trust policies, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
5. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
6. **BINDING ARBITRATION PROHIBITED.** The Plan Sponsor/Trust does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
7. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS § § 24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the Plan Sponsor/Trust has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.