



UC San Diego

Policy & Procedure Manual

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BUSINESS OFFICE

Section: 500-6 EXHIBIT A

Effective: 09/02/2015

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EXHIBIT A

University of California, San Diego
COMMISSION AGREEMENT
COMMERCIAL ADVERTISING

THIS AGREEMENT is made by and between The Regents of the University of California (hereinafter called "University") and _____ (hereinafter called "Salesperson").

1. University authorizes Salesperson to solicit advertising for _____ at rates established by University in the capacity of an independent contractor. If Salesperson is an employee of University, Salesperson is not authorized and is not permitted to solicit advertising during scheduled hours of work as an employee of University.
2. University retains the right to establish standards for advertising and to approve advertising solicited by Salesperson prior to acceptance by University.
3. University shall pay Salesperson a commission of _____% of monies received and deposited by University during the term of this Agreement from advertisements solicited by Salesperson. Such commission payments will be by University check within 20 days after the end of each _____.
4. The period of performance for this Agreement shall be from _____ through _____.
5. Either University or Salesperson may terminate this Agreement without cause at any time by giving the other party written notice of such action. Any violation of the terms of the agreement by the Salesperson will cause this agreement to be terminated automatically.
6. All payments by advertisers to University must be by check, draft or money order made payable to The Regents of the University of California and delivered to or mailed to:

Central Cashier
UCSD Q-009
La Jolla, CA 92093

Salesperson shall not accept cash and shall not accept checks, drafts or money orders made payable to Salesperson.

7. Salesperson agree to defend, indemnify, and hold harmless the University, its officers, agents and employees from and against all losses and expenses (including costs and attorney's fees) resulting from any injury (including death) to any person or damages to property of others or salesperson arising of the acts or omissions of the Salesperson, or its employees, or agents in the performance of the work under this Agreement.
1. Salesperson understands that University will report to the Internal Revenue Service and Franchise Tax Board commission payments made to Salesperson without withholding taxes.

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2. If Salesperson uses a personal automobile in the performance of this Agreement, Salesperson shall provide evidence to University that he/she has the following minimum liability insurance:

- \$15,000 for injury to or death of one person
- \$30,000 for injury or death of two or more persons in one accident
- \$5,000 for property damage

Premiums on all insurance policies shall be paid directly by Salesperson.

3. Salesperson may not assign to transfer this Agreement, or any interest therein or claim thereunder, nor subcontract any portion of the work thereunder.

4. Salesperson will not hire any officer or employee of University to perform any service covered by this Agreement. Salesperson affirms that to the best of his/her knowledge there exists no actual or potential conflict between Salesperson's family, business, or financial interests and the services provided under this Agreement, and in the event of change, any questions regarding possible conflict of interest will be raised with University.

5. Salesperson shall not maintain or provide racially segregated facilities for employees at any establishment under Salesperson's control. Salesperson agrees to adhere to the principles set forth in Executive Orders 11246 and 11375 and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality or opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned who are in his/her employ, with outside recruiting services, and the minority community at large; to provide the University on request a breakdown of the labor force by ethnic group, sex, and job category; and to discuss with the University policies and practices relating to this affirmative action program.

6. This Agreement shall be governed by the laws of the State of California.

SALESPERSON

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

(Signature) (Date)

(Signature) (Date)

(Street Address)

(Title)

(City) (State/Zip)

(Name of Department)

(Social Security or Employer ID No.)*

(Account/Fund to be charged)

*Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security number is mandatory. Disclosure of the social security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404.1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is to verify your identity. The principal uses of the number shall be to report payments to Federal and State governments.

The State of California Information Practices Act of 1977, effective July 1, 1978, requires the University to provide the following information to individuals who are asked to supply information about themselves.

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The principal purpose for requesting this information on this form is to report payment for income tax purposes to Federal and State governments, as applicable. University policy and State and Federal statutes authorize the maintenance of this information.

Furnishing all information requested on this form is mandatory--failure to provide such information will delay or may even prevent the payment for which this form is being filled out. Information furnished on this form is used by University departments for nonpayroll payments, and may be transmitted to the State and Federal governments as required by law.

Individuals have the right of access to this record as it pertains to themselves.

Business Office is responsible for maintaining this information on this form.