

CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is effective as of the later date of the signatures appearing below and is entered into by and between the College of Charleston, a state-assisted institution of higher education established and existing under the laws of South Carolina, having offices located at 66 George Street (hereinafter referred to as "College") and _____ (hereinafter referred to as "Service Provider"). The College and Service Provider may be collectively referred to herein as the "Parties" and each individually as a "Party."

In consideration of the covenants and conditions contained in this Agreement, and for good and valuable consideration exchanged, intending to be legally bound thereby, the Parties mutually agree as follows:

1.0 Professional Services. In return for the consideration stated in Section 3.0, the Service Provider shall render the following professional services: _____

_____ during the date(s) and time(s) specified below:

Location: _____
Date(s): _____ ("Term")
Time(s): _____

2.0 College Provided Facilities. Except as provided below in this Section 2.0, in performance of the services described in Section 1.0, Service Provider shall be solely responsible for acquiring the use of supplies and equipment and employing additional labor as may be necessary to render such services:

College will invoice Service Provider for any charges (including, but not limited to, charges for personnel services, security, and technical equipment) incurred by Service Provider during the Term of this Agreement within approximately thirty (30) days after the Term of this Agreement. Such charges and fees will be due within thirty (30) days of the invoice date.

3.0 Payments.

3.1 Terms. Subject to the provisions of Section 3.2, in consideration for the services rendered by Service Provider in accord with this Agreement, the Service Provider ---

- checkbox shall be paid \$_____, of which \$_____, shall be due and payable at _____ and \$_____ (the balance) shall be due and payable before ___ o'clock on _____, 20___.
checkbox shall be compensated the total amount of \$_____, which shall be due and payable on or before _____.
checkbox shall be reimbursed for itemized expenses and/or provided accommodations as follows: [if none, so state] _____

All expenses for which reimbursement is sought shall be accompanied by original source documentation from the payee.

3.2 Maximum Cost Limitation. In no event shall the total amount paid and owing by the College to the Service Provider under the terms of this Agreement exceed \$_____. The compensation specified in Section 3.1 is considered fair and reasonable by both Parties and is fully inclusive of any and all payments, reimbursements, subsistence, travel, lodging and all other expenses and that are or may be due to the Service Provider under this Agreement.

4.0 Licenses and Taxes. The Service Provider is solely responsible for obtaining all licenses and permits that may be required for the provision of services hereunder and for paying all taxes that the Service Provider may incur as a result of any and all payments made under this Agreement to the Service Provider. The Service Provider agrees to submit to the College, upon its request, a properly completed Internal Revenue Service Form W-9 and/or the Service Provider's Tax Identification Number, as directed by the College.

5.0 Indemnification.

5.1 Liability. Neither party to this agreement shall be responsible for any obligation or liability incurred or assumed by the other party or its employees, agents or representatives, and each party shall be responsible for its own acts or omissions and those of its employees, agents or representatives within the scope of their duties. The College of Charleston is responsible in accordance with, subject to, and to the extent provided by the South Carolina Tort Claims Act, as amended. Nothing contained within this agreement is intended to shift responsibility from one party to the other. Service Provider agrees to indemnify and hold harmless the College and its trustees, officers, employees, agents, and representatives from any and all actions, suits, claims, demands, and proceedings, and any judgments, losses, damages, liabilities, including attorneys' fees, arising from any statement, act, or omission of the Service Provider arising under this Agreement.

5.2 Insurance. Service Provider shall provide at its sole expense and have in effect at least two (2) business days prior to the Term of this Agreement and maintain throughout the entire Term of this Agreement general liability insurance coverage with minimum amounts of \$1,000,000 per occurrence/\$2,000,000 in the aggregate. The insurance coverages and limits described shall be primary, with any liability insurance of the College as secondary and noncontributory. Service Provider hereby agrees and warrants that Service Provider's insurance policies, coverages, and limits will be promptly and properly endorsed to reflect the requirements of the preceding sentence. Prior to the commencement of the period of insurance, Service Provider shall provide one or more Certificates of Insurance to the College of Charleston, evidencing the coverages and limits described above, naming "the College of Charleston, its Board of Trustees, Officers, Employees, and Agents" as "Additional Insureds" on the general liability policy. Service Provider must also provide proof of workers' compensation insurance in accordance with applicable statutory law.

6.0 Miscellaneous.

6.1 Entire Agreement. This writing contains the entire Agreement of the Parties. No representations were made or relied upon by any Party other than those expressly set forth herein.

6.2 Disputes. This Agreement shall be interpreted, controlled, and enforced in accordance with the substantive laws of South Carolina, and any legal action to enforce this Agreement or arising under this

Agreement shall be filed only in a court of competent jurisdiction located in the County and City of Charleston, South Carolina.

6.3 No Assignments. This Agreement is personal to the Parties and the Service Provider may not assign any right, duty, and/or obligations hereunder without the prior written consent of the College.

6.4 Authority to Act. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters concerned herein and as stated herein.

6.5 Modifications. No agent, employee, or representative of a Party is empowered to alter or modify any of the terms in this Agreement unless such alteration or modification is done in writing and signed by the signatories below, or their successors, or other authorized persons designated, in writing, by such signatories or successors.

6.6 Relationship of the Parties. At all times under this Agreement, the Service Provider shall be considered an independent contractor. Nothing contained herein, nor any course of action or failure to act, shall be construed to create an employer-employee or agent-servant relationship between the Parties.

7.0 Termination. This Agreement shall be deemed terminated upon the occurrence of any one or more of the following events: (a) a material breach of a term or condition of this Agreement, if the non-breaching party so elects; (b) a party becomes insolvent or subject to a petition in bankruptcy or is placed under the control of a receiver, liquidator, or committee of creditors; (c) upon the performance of the services described in Section 1.0 and the full payment of all amounts due under Section 3.0; (d) if Service Provider does not perform the substantive work described in Section 1.0. Notwithstanding the provisions of the previous sentence, the Section 5.0 (Indemnification) shall survive termination of this Agreement.

8.0 Proprietary Information; Confidentiality.

8.1 Restrictions. All operational, scientific, business, and financial knowledge that Service Provider may acquire from the College, those within its employ, or other contractors and Service Providers, including but not limited to the College's methods of conducting business affairs, methods, processes, systems, improvements, development plans, and other private matters, and all such information that Service Provider may acquire on the College's premises, or on premises used by the College, or which may be disclosed to Service Provider or produced by Service Provider hereunder (hereinafter referred to as "Confidential Data"), shall for all time and for all purposes be regarded by Service Provider as strictly confidential and held by Service Provider in trust and solely for the College's benefit and use, and shall not be directly or indirectly disclosed by Service Provider to any person whomsoever, except to the College, or with the College's written permission, to a third party.

8.2 Surrender of Information. Service Provider agrees to surrender all Confidential Data to the College either on request or termination of this Agreement and will not retain copies, notes, or memorandum of such data either in hard text, code, electronic format, or in any other medium for the storage of data.

8.3 No License to Intellectual Property. Service Provider shall have no rights or authority to use the name, trademark, trade secrets, patent, or other rights to intellectual property of the College in any manner whatsoever, except as expressly authorized by the College in writing.

8.4 Confidentiality. Without the prior written consent of the College, Service Provider shall not disclose the terms and conditions of this Agreement to any third party.

9.0 Conflicts Of Interest

9.1 Proscription. Service Provider agrees that **[he/she/it]** will avoid any actual or apparent conflict of interest relative to the services and work products being provided under this Agreement and that **[he/she/it]** will promptly submit to the College, for its determination of applicability under this paragraph, the facts of any situation that may reasonably give rise to such a conflict or apparent conflict.

9.2 Exceptions. Nothing contained in Section 9.1 shall be deemed as a prohibition of Service Provider's rights as an independent contractor to market or provide services to others in a manner and to an extent that does not violate such Section.

IN WITNESS WHEREFORE, the Parties hereto have duly executed this CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES.

SERVICE PROVIDER

By: _____
Printed Name: _____
Title: _____
Date: _____

COLLEGE OF CHARLESTON

By: _____
Printed Name: _____
Title: _____
Date: _____

FOR COLLEGE USE ONLY

A. ACCOUNTING DATA: Department #/----- - Object Code /----- Amount
\$ _____

B. PROPOSED BY: Department/Office _____
Representative _____ Date _____

C. CERTIFICATION OF FUNDS Availability:

Name: _____

Title: _____

Signature: _____

Date: _____

D. FAIR AND REASONABLE PRICE OR COSTING INFORMATION

E. EXECUTIVE/SENIOR VICE PRESIDENT APPROVAL (OVER \$_____)

Name: _____

Title: _____

Signature: _____

Date: _____

ADDITIONAL COMMENTS
(date and sign)