



Middlesex Community College
Contract for Services (under \$10,000)

This agreement is made this ____ day of _____, _____, by and between Middlesex Community College (hereinafter referred to as "Purchaser") and _____ (hereinafter referred to as "Contractor"). Purchaser hereby engages Contractor, who agrees to perform the services described below upon all the terms and conditions set forth herein, including those on the reverse side of this page.

Description of Service (scope of work): _____

Start Date/Time of Service: _____ **End Date:** _____

Location of Service: _____

Cost of Service: Enter total cost or rate for duration of contract. **Total Cost:** _____ **Hourly Rate:** _____

Banner Index (Source of Funding): _____

Additional Provisions by Purchaser: _____

Additional Provisions by Contractor: _____

Payment Terms: Net 30

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized representative as of the date first above written.

Middlesex Community College

Contractor

Buyer Name: _____
Telephone: _____

Signature: _____
Printed Name/ Title: _____
Street: _____
City/State/Zip: _____
Telephone: _____
Email: _____

Cost Center Mgr.
Signature: _____
Printed Name/ Title: _____
Telephone: _____

Authorized Signatory (Purchasing Dept)
Signature: _____
Printed Name/ Title: _____
Telephone: _____

Internal Use Only:
 COI Form W9 Scanned

TERMINATION: This Contract *may* be terminated without cause and without penalty by either party by giving written notice to the other at least thirty (30) days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his/her/its obligations in a manner satisfactory to the College, the College *may* terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of the termination stated in the notice; provided the College *may*, if it deems it necessary to protect its property or the proper conduct of its activities, terminate this contract by giving notice of fewer than seven (7) calendar days. The notice *may* state the circumstances of the alleged breach and *may* state a period during which the alleged breach *may* be cured, subject to the approval of the College.

OBLIGATION IN EVENT OF TERMINATION: Upon termination, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract, including all copies thereof in the possession of the Contractor, shall be promptly remitted to the College together with all documents in his/her/its possession supplied to him by the College for *any* purpose in connection with the making or performance of this Agreement. Subject to limitation, the College shall promptly *pay* the Contractor for all services performed to the effective date of termination.

CERTIFICATIONS: Contractor certifies compliance with all applicable state and federal employment laws and regulations, and all applicable federal and state laws and regulations prohibiting discrimination.

CONFLICT OF INTEREST: No officer or employee of the Commonwealth shall participate in *any* decision relating to this Contract which affects his/her personal interest or the interest of *any* corporation, partnership, or association in which he/she is directly or indirectly interested; and no officer or employee of the Commonwealth shall have *any* interest, direct or indirect, in this Contract or in the proceeds thereof. The purpose of this clause is to ensure that officers or employees of the Commonwealth who are in a position to approve this contract on behalf of the College, do not experience a personal gain by entering into *any* contract which directly affects them.

CONFIDENTIALITY: The Contractor shall keep confidential all personal and other confidential data and information that is provided to him by the College or that otherwise comes into his possession in the performance of his obligations under this Contract and the Contractor shall not disclose the same to other persons or entities without the prior written authorization of the College.

PUBLICATIONS, REPRODUCTIONS AND USE OF MATERIAL: All documentary material, including without limitation, plans, reports, manuals, pamphlets and articles prepared by the Contractor for any purpose in connection with the making or performance of his Contract, shall be the property of the College and shall appropriately designate the College as owner. No such material prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or in any other country. The College shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, *any* such materials. Any material which has been copyrighted previously and is used by the Contractor in the performance of this Contract shall not lose its copyright status by being so used. The purpose or intent of this clause is to ensure that materials prepared by the Contractor, while he/she/it is being paid by the College, become the property of the College. This clause has no impact on material produced by the Contractor prior to the Contract.

FORCE MAJEURE: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without fault or negligence. Such cause *may* include, but are not limited to, Acts of God or of a public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay, and provided that nothing in this provision shall be deemed to extend the term of this Contract.

CHOICE OF LAW: This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any federal or state legal proceedings arising under this Contract, in which the Commonwealth or the College is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the parties.

COMPLIANCE WITH LAWS AND INDEMNIFICATION OF THE COLLEGE: The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and any governmental authority relating to the delivery of the services specified in this Contract. The College *may* require the Contractor to pay fines, penalties, and damages that *may* arise out of or *may* be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the Commonwealth, the College, and their agents, officers and employees against *any* and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the College *may* sustain, incur or be required to pay, resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of *any* claim within a reasonable time after the College becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

EXECUTIVE ORDERS: The Contractor certifies compliance with all applicable Massachusetts *Executive Orders*.

SEVERABILITY: If any provision of this Contract is declared or found illegal, unenforceable, or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

WAIVERS: All conditions, covenants, duties and obligations contained in this Contract can be waived or amended only by the written agreement of both parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver nor shall in any way limit the legal or equitable remedies available to that party.

RECORDS: The Contractor shall maintain books, records and other compilations of data pertaining to the performance of his/her/its obligations hereunder and shall do so to such extent and in such detail as shall properly substantiate claims for payment hereunder. The Governor and the State Auditor or their designees shall have the right, at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data that are required to be maintained hereunder. All such records shall be maintained by the Contractor for three (3) years following the date of termination of this Contract, and this provision shall survive such termination for such period.

STATUS: Nothing in this Contract shall be deemed to constitute the Contractor an employee of the College or of any other agency of the Commonwealth of Massachusetts, nor shall it be deemed to constitute the Contractor a partner or a joint venture with the College for any purpose.

ASSIGNMENT BY CONTRACTOR AND SUBCONTRACTING: The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the College, nor shall Contractor subcontract any services without such written approval.

ENTIRE AGREEMENT AND INTERPRETATION: The parties understand and agree that this Contract and attachments (if any) supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract. The parties further agree that the terms of this Contract shall supersede any conflicting verbal or written agreements relating to the performance of this Contract or attached hereto, including any contract forms, purchase orders, or invoices of the Contractor.

AMENDMENTS: No amendment to this Contract shall be effective unless it signed by the authorized representatives of both parties and complies with all other regulations and requirements of law.