

CONTRACT FOR SERVICES

Massachusetts College of Liberal Arts
375 Church Street
North Adams, MA 01247
Tel: 413-662-5529
Fax: 413-662-5010

This agreement made and entered into this day of _____ by and between _____ (vendor name, hereinafter called Contractor), and Massachusetts College of Liberal Arts (herein called College), an agency of the Commonwealth of Massachusetts. Whereas the College desires to enter into a contract for services to be provided by the Contractor and the Contractor represents him/herself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the College, therefore this contract is entered into under the following conditions:

1. The Contractor agrees to perform the following services: (Use additional sheet if necessary)

2. Terms of the contract from: _____ to: _____ (completion date, maximum of one fiscal year)
3. College department of assignment: _____
4. Payment Account #: _____
5. Total payment shall not exceed: _____
 - a. The College shall compensate the contractor for the services at the rate of _____ per _____ (hour, week, semester, project)
 - b. Reimbursement for travel:
_____ All travel and meals are part of this contract. No reimbursement will be made.
_____ Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ _____ (receipts must be submitted)
6. Terms and conditions are printed on the attached page of this contract or expressly incorporated and made a part of this agreement by the mutual consent of the parties.

Signed:

Massachusetts College of Liberal Arts

Approved by: _____
MCLA Department Head Date

MCLA President/Vice President/Dean Date

Contracting Company:

- OR -

Contracting Individual:

Name (print): _____

Name (print): _____

Signature: _____

Signature: _____

FEIN: _____

SS #: _____

Company Address: _____

Home Address: _____

Tel: _____

Tel: _____

TERMS AND CONDITIONS

1. Contractor must obtain all necessary licenses and permits required to perform the services.
2. **TERMINATION:** The contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

If the Contractor fails to fulfill his/her obligations, the College may terminate this contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice may state the circumstances of the alleged breach and may state a reasonable period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval of the College.

3. **OBLIGATION IN EVENT OF TERMINATION:** A. Upon termination all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this contract shall become the property of the College. B. The College shall promptly pay the Contractor for all services performed to the effective date of termination.
4. **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.
5. **RECORDKEEPING, AUDIT AND INSPECTION OF RECORDS:** The Contractor shall maintain books, records and other compilations of data pertaining to the performance of the provisions and requirements of the contract to the extent and in such detail as shall properly substantiate claims for payment under the contract. The Governor, the Secretary of Administration and Finance, the President of the College and the State Auditor, or their designees, shall have the right at reasonable times and upon reasonable notice to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this contract.
6. **POLITICAL ACTIVITY PROHIBITED:** None of the services to be provided by the Contractor shall be used for partisan political activity or to further the election or defeat of any candidate for public office.
7. **PUBLICATION, REPRODUCTION, AND USE OF MATERIALS:** All published material including, without limitation, reports, manuals, pamphlets, and articles prepared under this contract shall be the property of the College and shall appropriately designate the College as owner.

No material prepared in whole or in part under 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 reports, data or other materials prepared under this contract. 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.

8. **CERTIFICATION:** The Contractor hereby certifies that: A. if it is a non-Massachusetts corporation it has filed all reports required by State law; B. that no other person has a financial interest in this contract; and, C. that he/she has complied with all laws of the Commonwealth relating to taxes.
9. **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 subcontract any services without the prior written approval of the College.
10. **NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION:** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4(1); and all relevant administrative orders and executive orders including Executive Order 227 and Executive Order 246.
11. **CHOICE OF LAW:** This contract shall be constructed 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 rights a party may have to intervene in any action, wherever pending, in which the other is a party.
12. **FORCE MAJUERE:** 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 its fault or negligence. Such causes may include but are not limited to acts of God or of a public enemy, fires, floods, 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.
13. **SEVERABILITY:** If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the contract shall be enforced to the fullest extent permitted by laws.
14. **INDEMNIFICATION OF COMMONWEALTH:** The Contractor shall indemnify and hold the Commonwealth harmless against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the Commonwealth may sustain, incur or be required to pay arising out of or in connection with services performed under this contract by reason of any negligent Contractor or any of its subcontractors providing that: A. the Contractor is notified of any claims within a reasonable time after the Commonwealth becomes aware of it; and, B. the Contractor is afforded an opportunity to participate in the defense of such claims.
15. **WAIVERS:** All conditions, covenants, duties and obligations contained in this contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver nor in any way limit the legal or equitable remedies available to that party.
15. **HOLIDAY, SICK PAY, OTHER:** In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the service.