



# NORTHWEST INDIAN COLLEGE

## PERSONAL SERVICES CONTRACT

The parties to this contract are The Northwest Indian College (COLLEGE), and \_\_\_\_\_ (CONTRACTOR) whose address is \_\_\_\_\_.

### 1. SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by the COLLEGE under this contract, agrees to provide the following services in accordance with the associated timelines described here:

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### 2. TERM OF CONTRACT

The term of this contract is for a period of \_\_\_\_ months, commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and terminating on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### 3. COMPENSATION

The COLLEGE will pay for the services and miscellaneous expenses provided by the CONTRACTOR under this contract in an amount not to exceed \$\_\_\_\_\_. It is understood by the CONTRACTOR that the contract is contingent on the availability of funds and may be terminated by the COLLEGE as of the date funding expires. Contractor shall be notified immediately if funding is terminated. All work performed by contractor prior to termination of funding shall be compensated.

### 4. PAYMENT FOR SERVICES

No advance payment will be made prior to completion of specified performance by the CONTRACTOR under this contract. COLLEGE is not responsible for work performed or invoices submitted for time prior to the execution of this contract or after the termination date of this contract. CONTRACTOR will submit an invoice for payment for work performed under this contract on a monthly basis. CONTRACTOR will complete and sign a W-9 form and provide the COLLEGE his or her federal tax ID number before any payments can be made by the COLLEGE.

### 5. TERMINATION OF CONTRACT

- a. Termination without cause. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days written notice.
- b. Termination for lack of funding or authority. The COLLEGE may terminate this contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal or other source(s) is not obtained or continued at levels sufficient to allow for purchase of the services or for the term of the contract. The contract may be modified by agreement of the parties in writing to accommodate the reduction in funds.
- 2) If federal laws or regulations or college policies or rules are modified or interpreted in a way that the services are no longer allowable or appropriate under this contract or if the COLLEGE is no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license, permit or certificate required by law, regulations or rule, or by the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

- c. Termination for cause. The COLLEGE may immediately by written notice of default to the CONTRACTOR may terminate the whole or any part of this contract:
- 1) If the CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by the COLLEGE; or
  - 2) If the CONTRACTOR fails to perform any of the other provisions of the contract, or otherwise fails to act in such a way that is detrimental to the COLLEGE or its funding for performance of this contract.

The rights and remedies of the COLLEGE provided in the above clause related to defaults by the CONTRACTOR are not exclusive and are in addition to other rights and remedies provided by law or under this contract.

6. RENEWAL

This contract will not automatically renew. The COLLEGE will provide written notice to CONTRACTOR of its intent to renew this contract at least thirty (30) days before the scheduled termination date.

7. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

8. SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

9. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without the COLLEGE's express written consent. However, the CONTRACTOR may enter into subcontracts to ensure performance under this agreement, provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR shall not have the authority to contract for or incur obligations on behalf of the COLLEGE.

10. CONFLICT OF INTEREST AND ETHICS LAWS & REGULATIONS

CONTRACTOR stipulates that neither the CONTRACTOR or any officer, member or employee of the CONTRACTOR has interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge or fulfillment of his or her functions and responsibilities under this contract.

11. CONFIDENTIALITY

CONTRACTOR agrees not to use or disclose any information it receives from the COLLEGE under this contract that the COLLEGE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the COLLEGE. The COLLEGE agrees not to disclose any information it receives from the CONTRACTOR that the CONTRACTOR has previously identified as confidential and which the COLLEGE determines in its sole discretion is protected from mandatory public disclosure under an open records law. The duty of the COLLEGE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

12. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment and materials created or purchased under this contract belong to the COLLEGE and must be delivered to the COLLEGE at the COLLEGE's request upon termination of this contract. The deliverables provided by the CONTRACTOR under this contract, including any documents, data, photographs and negatives, electronic reports, records, software, or media shall become the property of the COLLEGE, which shall have unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. CONTRACTOR shall not obtain copyright, patent, or other proprietary protection for the deliverables. CONTRACTOR shall not include in any deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter. CONTRACTOR agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to the COLLEGE all rights and interests CONTRACTOR may have in the materials it prepares under this contract, including any right to derivative use of the material. CONTRACTOR shall execute all necessary documents to enable the COLLEGE to protect its rights under this section.

13. RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR shall retain all records, documents, writings or other information produced or used by the CONTRACTOR in the performance of this contract. All proprietary information of the CONTRACTOR which is identified as such shall be held to be strictly confidential by the COLLEGE. All records relating to costs, work performed and supporting documentation for invoices submitted to the COLLEGE shall be retained and made available by the CONTRACTOR for audit by the COLLEGE.

14. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a COLLEGE employee for any purpose, including but not limited to the application of any federal or state laws or regulations or college policies or procedures as they pertain to COLLEGE employment. Additionally, during the term of this contract, the contractor cannot also be an employee of the COLLEGE in any capacity.

15. COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

CONTRACTOR agrees to comply with all policies of the COLLEGE and with all applicable laws and as they may apply to work performed under the contract. .

16. LIMITATION OF LIABILITY

CONTRACTOR holds the COLLEGE harmless from any and all liability, suits, losses, judgments, damages, or any other demands arising out of the actions or omissions of the CONTRACTOR while performing under this contract. The COLLEGE's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the CONTRACTOR or the amount of direct damages incurred by the CONTRACTOR, whichever is less.

17. POTENTIAL CLAIMS

CONTRACTOR shall promptly notify the COLLEGE of all potential claims which arise or result from this contract. CONTRACTOR agrees to defend, indemnify, and hold harmless the COLLEGE and its officers and employees from and against claims based on the liability of the CONTRACTOR or its agent(s), but not against the COLLEGE's comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by the CONTRACTOR to the COLLEGE under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the COLLEGE is necessary. CONTRACTOR also agrees to defend, indemnify, and hold the COLLEGE harmless for all costs, expenses, and attorney's fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

18. ATTORNEY FEES

In the event a lawsuit is instituted by the COLLEGE to obtain performance due of any kind under this contract, and the COLLEGE is the prevailing party, CONTRACTOR shall pay the COLLEGE's reasonable attorney fees and costs in connection with the lawsuit.

19. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The COLLEGE does not agree to any form of binding arbitration, mediation, or other forms of mandatory dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The COLLEGE does not waive any right to a jury trial. The COLLEGE may, upon mutual agreement between the parties, participate in an alternate dispute resolution method.

20. NOTICE

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

To CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO COLLEGE:

Steve Zawoysky, Chief Financial Officer  
Northwest Indian College  
2522 Kwina Road, Bellingham, WA  
98226-9217

The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or court, the statutes or rules of court govern.

**21. EXECUTION OF CONTRACT**

This contract is not effective until fully executed by both parties. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement.

**CONTRACTOR**

BY: \_\_\_\_\_  
(Authorized Signature)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NORTHWEST INDIAN COLLEGE**

BY: \_\_\_\_\_  
(Authorized Signature)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BUDGET ACCOUNT #: \_\_\_\_\_

BUDGET AUTHORITY SIGNATURE: \_\_\_\_\_