

MIAMI DADE COLLEGE

AGREEMENT FOR SERVICES

- Professional or Technical (for use with companies or organizations)
Professional Consultants (for use with individuals)

THIS AGREEMENT is entered into as of (Date) by and between Miami Dade College, (Name of department or area) hereinafter referred to as the COLLEGE, and (Name of contracting company, organization, or individual) hereinafter referred to as the CONTRACTOR.

WITNESSETH THAT: The CONTRACTOR shall begin performance of this agreement on (Date), and shall complete performance to the satisfaction of the COLLEGE no later than (Date). The CONTRACTOR certifies that he/she has read and understands the agreements and statements on both sides of this form. The COLLEGE and the CONTRACTOR do mutually agree that the CONTRACTOR shall furnish the following service to the COLLEGE, and that payment shall be made in accordance with the conditions of this agreement:

DESCRIPTION OF SERVICE & TRAVEL ARRANGEMENTS (for arrangements with CONTRACTOR where a daily rate is to be paid) (if applicable):

Daily rate x number of days = Total Maximum Payment

COST OF SERVICE - For the above-described service, the COLLEGE shall compensate the CONTRACTOR in an amount not to exceed \$. This expense will be charged to (Complete account number: Qual 1 and GL code)

Are you presently working for the College in either a full-time or part-time capacity? Yes No. Is District Board of Trustees approval required? Yes No. If yes, originator must attach a District Board of Trustees agenda item to this agreement.

SCHEDULE AND PROCEDURE FOR PAYMENT:

- CONTRACTOR shall submit one invoice for the total amount due at the conclusion of the agreement period.
CONTRACTOR shall submit invoices periodically, relative to the amount of services provided, throughout the agreement period not to exceed the Total Cost of Service stated in this contract.
Other (describe)

Note: An invoice must include receipts for expenses where applicable.

FOR CONTRACTOR USE ONLY

Name Tax I.D. No.
Authorized Representative - Name Title
Address Telephone No.
Signature of CONTRACTOR Date Signed

FOR MIAMI DADE COLLEGE USE ONLY

Originator - Name (type) Title
Signature Date Signed
Dean - Name (type) Title
Signature Date Signed
Campus President/Provost/Vice Provost - Name (type) Title
Signature Date Signed
College President or Designate - Name (type) Title
Signature Date Signed

IF REQUIRED:

College President Review by Date Date of District Board of Trustees Approval

REVIEW REVERSE SIDE FOR DETAILS

The CONTRACTOR agrees, to fulfill all terms and conditions of this agreement and to abide by all provisions of Section 202 of Executive Order 11246, as amended by Executive Order 11375 relative to Equal Employment Opportunity for all persons without regard to race, creed, color, national origin, or sex; and the implementing rules and regulations pertaining thereto.

The CONTRACTOR or the authorized representative for CONTRACTOR, certifies or affirms that all travel expenses included in this agreement are, or will be, true and correct in every material matter, and that these expenses were or will be actually incurred and are necessary in the performance of this agreement. CONTRACTOR agrees to provide any and all proof of such expenses as requested by the COLLEGE.

If the CONTRACTOR has received an advance airline or other transportation ticket from the COLLEGE, the CONTRACTOR agrees to utilize said ticket as issued or to pay any additional costs incurred as a result of CONTRACTOR initiated changes. If the advanced airline or transportation ticket is not used to fulfill the services of this agreement, and if the failure to travel is the fault of the CONTRACTOR or was within the CONTRACTOR'S control then the CONTRACTOR agrees to reimburse the COLLEGE for the full cost of the advanced airline or transportation ticket.

The CONTRACTOR agrees to abide by all pertinent IRS regulations.

The CONTRACTOR shall **hold** harmless and indemnify the COLLEGE, its District Board of Trustees, officers, agents and employees from any claims, demands, or causes of action except those causes of action arising out of or based solely upon the negligent acts, or omissions, or errors of the COLLEGE, its District Board of Trustees, officers, agents, and employees.

The CONTRACTOR, at its own cost, expense and risk, shall defend any legal proceedings that may be brought against the COLLEGE, its District Board of Trustees, officers, agents and employees on any claim or demand against any of them.

This agreement will cease on the date specified. This agreement may be terminated or canceled by the College upon twenty-four (24) hours prior written notice. There is no expectation of performance or payment beyond the term stated herein or date of termination/cancellation.

This is a professional position which is exempt from the overtime provisions of the Fair Labor Standards Act.

This temporary assignment does not provide for accrual of sick or vacation leave under this agreement, nor entitlement to any benefits provided full-time permanent COLLEGE employees.

This agreement is subject to the requirements of the Immigration Control and Reform Act (IRCA). The CONTRACTOR must demonstrate and maintain appropriate work authorization.

The Parties agree that any and all Works created by CONTRACTOR on behalf of the COLLEGE, shall be considered a "Work Made for Hire" as that term is defined in the Copyright Act, 17 U.S.C. § 101 et seq. To the extent that the WORKS are determined by a court of competent jurisdiction or the Register of Copyrights not to be a "Work Made for Hire", CONTRACTOR hereby irrevocably assigns to COLLEGE all rights, title and interest in the WORKS, including, but not limited to, all copyright in the WORKS owed by CONTRACTOR. CONTRACTOR also agrees to execute any and all documents necessary or deemed appropriate by COLLEGE to effectuate a complete transfer of ownership of all rights throughout the world, including but not limited to copyright rights, to COLLEGE.

ALL REQUIRED SIGNATURES, ALL REQUIRED INFORMATION, AND THE CONTRACTOR'S TAX IDENTIFICATION NUMBER MUST BE INCLUDED IN THIS AGREEMENT FOR SERVICES BEFORE ANY PART OF THIS AGREEMENT IS EXECUTED.

LEVEL OF AUTHORITY for signing (approving) Agreement for Services:

For companies or organizations:

- \$24,999 or less Originator's Provost/Campus President/Vice Provost
- \$25,000 to \$249,999 College President or Designate
- \$250,000 and over District Board of Trustees

Additional approval required for individuals:

- Not subject to daily rate District Board of Trustees

REFER TO MIAMI DADE COLLEGE PROCEDURES 2830 and 6300

MIAMI DADE COLLEGE

NORTH CAMPUS, 11380 NW 27th Avenue, Miami, FL 33167-3495

HOMESTEAD CAMPUS, 500 College Terrace, Homestead, FL 33030-6009

KENDALL CAMPUS, 11011 SW 104th Street, Miami, Florida 33176-3393

WOLFSON CAMPUS, 300 N.E. Second Avenue, Miami, FL 33132-2297

HIALEAH CENTER CAMPUS, 1776 W. 49th Street, Hialeah, FL 33012

INTERAMERICAN CAMPUS, 627 SW 27th Avenue, Miami, FL 33135-2937

MEDICAL CENTER CAMPUS, 950 NW 20th Street, Miami, FL 33127-4693

WEST CAMPUS, 3800 NW 115th Avenue, Miami, FL 33178

DISTRIBUTION of this form –

(After form is completed including all required signatures)

Original - Accounts Payable

1st copy - CONTRACTOR

2nd copy - Originator

3rd copy - Originator's Provost/Campus President/Vice Provost