

METROPOLITAN COMMUNITY COLLEGE
SHORT FORM SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

1. **PREFACE:** These General Terms and Conditions (“Terms”), together with the MCC Short Form Services Agreement (“Short Form”), MCC’s Purchase Order (“PO”) and Contractor’s quote and statement of work, shall form the entire agreement (collectively, the “Agreement”) by and between Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (“MCC”) and the independent contractor (“Contractor”) for services performed by Contractor for or on behalf of an MCC department, campus, or business unit (the “MCC Client”).
2. **SERVICES:** The scope of services shall be defined in the Short Form together with the MCC PO (the “Services”).
3. **TAXES:** Contractor is responsible for payment of its own income taxes, sales taxes, Social Security and Medicare taxes as a self-employed individual. MCC reserves the right to request proof of tax payments to fulfill an audit request, government inquiry or order.
4. **TERMINATION:** Each party reserves the right to terminate the Agreement (i) with or without cause upon sixty (60) days’ written notice to the other party, unless otherwise provided in the Agreement, or (ii) immediately if the other party fails to comply with any of the terms and conditions herein and such failure continues for ten (10) business days following receipt of written notice from the objecting party. Undisputed amounts for work performed prior to the termination date shall be paid.
5. **APPROPRIATIONS:** MCC is a political subdivision of the state of Missouri and as such cannot create indebtedness in any one year above what it can pay out of the annual income of said year. Should MCC determine it has not received adequate appropriations budget allocations income to enable it to meet the terms of this Agreement, MCC reserves the right to cancel this Agreement with a thirty (30) days’ notice. Multi-year term and supply contracts and leases and the exercise of options to renew are subject to annual appropriations.
6. **PAYMENT:** In consideration for Contractor’s Services, MCC agrees to pay Contractor in accordance with and at the rates established by MCC’s Purchase Order. The parties agree payment for Services under the Agreement shall not to exceed the expenditure authority approved and authorized by MCC’s Board of Trustees, if applicable, and in accordance with MCC’s Purchasing Department policies and procedures.
7. **INSURANCE:** MCC will not provide Contractor liability insurance, auto liability insurance or other general insurance. Contractor agrees to maintain the following insurance coverages throughout the term of this Agreement: (a) workers’ compensation and employer’s liability for its employees as required by Missouri law; (b) automobile insurance to include uninsured and underinsured motorists, in the amounts of \$500,000 per occurrence and \$500,000 aggregate; (c) general liability insurance in amounts of \$500,000.00 per occurrence and \$500,000 in the aggregate.
 - a. **Errors & Omissions:** Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of this Contract, Errors and Omissions Insurance covering any damages caused by an error, omission or any negligent acts of Contractor, its sub-contractors, agents, officers, or employees under this Contract in an amount of not less than \$300,000.00 per occurrence, incident or claim. Annual aggregate limit shall not be less than \$ 300,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor’s completion and MCC’s acceptance of all Services required under this Contract, or, (ii) MCC’s or Contractor’s termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.
 - b. **Professional Services, If Applicable.** Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of this Contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this contract by the Contractor and Contractor’s subcontractors, agents, officers and employees in an amount of not less than \$300,000.00 per occurrence, incident or claim. Annual aggregate limit shall not be less than \$300,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall maintain either tail coverage

or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and MCC's acceptance of all Services required under this Contract, or, (ii) MCC's or Contractor's termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

*Please discuss alternative insurance options or alternatives with your MCC Client contracting liaison if the above insurance requirements present an undue financial hardship. Modifications should comply with Section 30 *infra*.

8. INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD MCC, MCC'S TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, COSTS, JUDGMENTS, OR OTHER FORMS OF LIABILITY, ACTUAL OR CLAIMED, INCLUDING REASONABLE ATTORNEYS' FEES, FOR INJURY OR DAMAGE TO PERSONS OR LOSS OR DAMAGE TO PROPERTY OCCURRING OR ALLEGEDLY OCCURRING IN CONNECTION WITH ANY ACTION, INACTION, OR CONDUCT COMMITTED BY CONTRACTOR OR BY CONTRACTOR'S OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS, VOLUNTEERS, AGENTS, OR REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT.
9. INDEPENDENT CONTRACTOR STATUS: Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, MCC's employees. Contractor understands that Contractor and its employees or contract personnel are NOT eligible to participate in any employee pension, health insurance program, vacation pay, sick pay, or other fringe benefit plan of MCC.
10. BUSINESS LICENSES, PERMITS, AND CERTIFICATES: Contractor represents and warrants that Contractor and its employees and contract personnel will comply with all federal, state, and local laws requiring licenses, business permits, and certificates required to carry out the Services to be performed under the parties' Agreement. This includes appropriate business entity registration with the Missouri Secretary of State for local and foreign business entities.
11. CONTRACTOR EXPENSES; VEHICLES AND EQUIPMENT: Contractor shall be responsible for all expenses incurred while performing services for MCC unless otherwise agreed upon, in writing, signed by MCC. Contractor shall furnish all vehicles, equipment, tools, and materials used to perform the services required under the parties' Agreement.
12. NOTICES: All communications relating to the Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written in the Short Form Services Agreement.
13. TRADEMARKS: No party shall use the name, trade name, trademark, or any other designation of MCC, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under the Agreement) without MCC's prior written consent in each case.
14. COPYRIGHTS: The parties acknowledge that any copyright in MCC course and course materials is owned by MCC and non-MCC parties shall take no action inconsistent with that copyright ownership, including but not limited to, agreeing not to reproduce, copy, or make derivative works of the course and course material. Any distribution of copies of the works as provided by MCC is limited to the term of the Agreement. No party shall reproduce or use MCC trademarks without the prior written permission of MCC, email being sufficient.
15. CONFIDENTIAL INFORMATION; FERPA: Except as may be required by the purpose of the Agreement or by law, each party understands and agrees that any disclosure or use of MCC's confidential or proprietary information for Contractor's own gain is prohibited and may result in irreparable injury to MCC and warrant MCC to seek injunctive relief. Access to and transmission of the education records of any student shall be in compliance with the Family Educational Rights and Privacy Act.
16. BINDING EFFECT: The Agreement is for the benefit only of the parties hereto.

17. **ASSIGNMENTS:** There will be no assignment or transfer of the Agreement, or of any interest in the Agreement, unless both parties agree in writing. No Services required under the Agreement may be performed under subcontract unless both parties agree in writing.
18. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and then only to the extent of such written consent. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
19. **SEVERABILITY:** If for any reason, any term, covenant, or condition hereof shall be determined to be invalid or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected thereby.
20. **SURVIVAL:** All representations, warranties, and indemnifications made herein shall survive termination or cancellation of this Agreement.
21. **REMEDIES:** All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one (1) remedy will not be an election of that remedy to the exclusion of other remedies.
22. **FORCE MAJEURE:**
- (a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under the Agreement (the “Nonperforming Party”) will be excused from performing those obligations, on condition that: (1) the Nonperforming Party used reasonable efforts to perform its obligations; (2) the Nonperforming Party’s inability to perform its obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstances giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under Subsection (c).
 - (b) “Force Majeure Event” means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under the Agreement.
 - (c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under the Agreement.
23. **NO JOINT VENTURE:** Nothing contained in the Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
24. **NO THIRD-PARTY BENEFICIARIES:** No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, MCC or Contractor in this Agreement. Nothing in this Agreement, whether express or implied, is intended to create any rights or remedies on any third-party beneficiary.
25. **POWERS AND AUTHORITY:** Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party’s express written consent.
26. **NON-DISCRIMINATION:** The parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. The parties shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

- a. ANTI-DISCRIMINATION AGAINST ISRAEL: This Section does NOT apply to contracts with a total potential value of less than one-hundred thousand dollars (\$100,000.00) or to contractors with less than ten employees. Per Missouri Statute, RSMo. § 34.600, titled the “Anti-Discrimination Against Israel Act,” each party certifies it is not currently actively or indirectly engaged in and shall not, for the duration of the contract, actively or indirectly engage in a boycott of goods or services from the State of Israel and shall otherwise comply with the provisions of Section 34.600.
27. MCC POLICIES: The parties shall follow and comply with MCC’s Board Policies and Procedures publicly posted on MCC’s website.
28. COMPLIANCE WITH LAW/GOVERNING LAW: Each party represents and warrants it will comply with all applicable local, state, and federal laws, rules, regulations, directives, and orders pertaining to the operations and activities undertaken by the party, including but not limited to those pertaining to public health, safety, and welfare. The Agreement is governed by and constructed in accordance with the substantive laws of the State of Missouri, without regard to choice of law principals. The exclusive forum for all disputes, claims, causes, and actions arising under the Agreement shall be Kansas City, Jackson County, Missouri.
29. E-VERIFY WORK AUTHORIZATION: Pursuant to RSMo § 285.530(1), Contractor certifies that neither it or its subcontractors shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of \$5,000.00 by MCC, Contractor affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted Services and agrees to otherwise comply with all applicable provisions of § 285.530. Written documentation required by Missouri statute shall be furnished to MCC’s Director of Purchasing.
30. ORDER OF PRECEDENCE/MODIFICATON: In the event of a conflict or inconsistency between the terms and conditions, specifications, scope of work, and pricing under the Agreement and the terms and conditions of any non-MCC invoice, purchase order, website or other non-MCC document incorporated into the Agreement by reference, the Agreement as defined herein, including these Terms, shall govern. Modifications to this Agreement are not binding on MCC unless specifically approved in writing, signed by an authorized representative. These terms replace any prior agreement, written or oral, between the parties.
31. SOVEREIGN IMMUNITY: No Agreement provision shall be construed to constitute a waiver by MCC or the State of Missouri of any immunities from suit or liability that MCC or the State of Missouri may have under RSMo § 537.600 or by operation of the law, including any statutory rights to limitations of liability or caps on damages for tort claims.
32. ENTIRE AGREEMENT: The Agreement, including these Terms, constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, discussions, and other agreements, whether oral or written, that occurred prior to the date of execution of the Agreement.