



Truckee Meadows Community College

Board of Regents of the Nevada System of Higher Education

LETTER OF AGREEMENT

This Agreement is dated, _____, 20____ between the Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College, whose business address is _____, hereinafter referred to "TMCC" and _____, whose business address _____, hereinafter referred to "Consultant". For purposes of this Agreement, Consultant will provide services, as described in this Proposal, to TMCC subject to the terms and conditions set forth herein.

Terms and Conditions

1.0 Definitions

1.1 Term

The retainer of the Consultant shall begin _____, and shall end _____ unless this agreement is terminated earlier, as provided in Section 2.0 of this Agreement.

2.0 Termination

2.1 Termination for Cause

Either party may terminate this Agreement for Cause. "Cause" shall mean a failure to either party to perform a material obligation under this Agreement which failure is not remedied by such Party within thirty (30) days after receipt of written notice.

2.2 This Agreement will end upon completion of work to the satisfaction of TMCC.

2.3 This Agreement may also be terminated at any time, upon giving not less than thirty (30) days written notice to the other party.

3.0 Services Provisioning

3.1 Statement of Work

3.2 Payment Terms

The services provided hereunder shall be provided to TMCC at the prices set forth in the Section 5.0 in this Agreement.

3.3 Changes

In the event TMCC elects to make changes to the scope of services contained in this Proposal, and such change(s) results in an increase in the total price shown in the Section 5.0 in this Agreement for Services, Consultant will provide a price impact proposal to TMCC for the additional work.

4.0 Ownership of Work Product

4.1 All plans - operational, strategic and marketing, as well as documents and files on computer diskettes, and all other property and materials which are produced by reason of this Agreement in the performance of services by the Consultant for TMCC, shall be the property of TMCC as soon as payment for them has been made and giving Consultant a reasonable time to collect and transfer said property to TMCC. Said documents and materials are to be the property of TMCC and are not to be used on projects other than TMCC's, except by agreement of TMCC in writing.

4.2 TMCC may request return of all aforesaid documents and materials being stored or held by, with reasonable notice to the Consultant.

5.0 Invoices/Payment Terms

5.1 TMCC shall pay the Consultant the following compensation for services performed under this Agreement:

5.2 Consultant shall submit an invoice and TMCC shall pay Consultant for services within thirty (30) calendar days after the date of invoice.

6.0 Insurance

6.1 Workers Compensation and Employer's Liability Insurance

Consultant shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

7.0 Miscellaneous

7.1 Assignment

Consultant may not assign this Agreement or any of its rights or obligation hereunder without the prior written consent of TMCC. Any attempted assignment without such prior written consent shall be void.

7.2 Enforceability

If any paragraph or clause of this Agreement shall be held to be invalid or unenforceable by any body or entity of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect the parties shall promptly negotiate a replacement provision or agree that no replacement is necessary.

7.3 Notice

Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To TMCC: Truckee Meadows Community College
Finance and Administrative Services
7000 Dandini Blvd., Sierra 202-L
Reno, NV 89512

Copy to: Truckee Meadows Community College

To Consultant:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

7.4 Independent Contractor

The Consultant is retained by TMCC and shall perform the services under this Agreement as an independent contractor. The Consultant shall not be considered under the provision of this Agreement or otherwise as having an employee status or be extended coverage under unemployment and Workers' Compensation insurance.

7.5 Confidential Information

In the course of performing services under this Agreement, TMCC may communicate information to the Consultant or the Consultant may have access to TMCC information, which may or may not be related to this Agreement. The Consultant shall treat all such information as confidential, whether or not it is identified as confidential. The Consultant shall not disclose to any third party or use, for purposes not set forth in this Agreement, any reports, recommendations, opinions, and/or conclusions which Consultant may provide to TMCC as part of his/her services.

7.6 Entire Agreement/Amendments

This Agreement contains the entire agreement of TMCC and the Consultant and no terms may be modified or waived except by the mutual written consent of both TMCC and Consultant.

The Parties have duly executed and agreed to be bound by this Agreement as evidenced by the signatures of their authorized representatives below.

Board of Regents of the Nevada System of Higher
Education on behalf of Truckee Meadows Community
College

Consultant

Approved by:

Approved by:

Signature

Date

Dr. Maria Sheehan
President

Signature

Date