

CONSULTING AGREEMENT
BY AND BETWEEN
TUSKEGEE UNIVERSITY
AND

This agreement is entered into between Tuskegee University (hereinafter the "University") and _____ (hereinafter "Consultant") for the purpose of completing the projects outlined in this document and the attachments.

ARTICLE 1. WORK PLAN/DESCRIPTION OF SERVICES/STATEMENT OF WORK

Beginning _____, 202_, Consultant is responsible for assisting the University with by providing the consultancy services set forth in Exhibit "A," attached hereto and incorporate herein by reference.

ARTICLE 2. COMPENSATION

In consideration of the services rendered and expenses incurred as set forth in this Agreement and Exhibit A, the University shall compensate consultant in the amount of _____, payable in accordance with the following schedule (which may be more fully explained in Exhibit A):

ARTICLE 3. CONTRACT TERM

This agreement shall be commence as of the date of this agreement and shall terminate on _____, 202_ unless earlier terminated as provided herein.

ARTICLE 4. TERMINATION

Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other party. If at any time, the University's funding for this program is terminated, this Agreement shall also be terminated immediately upon Consultant's receipt of written notice from the University of such termination. In the event of termination prior to completion of the term, Consultant shall be reimbursed for non-cancellable obligations, other than by reason of default of the Consultant that Consultant fails to remedy within thirty (30) days, in which case the University shall have no obligation to compensate Consultant for non-cancellable obligation which it incurred under this Agreement prior to the date of the University's notice of termination. Nothing in this article is intended to abrogate the Parties' right to mutually terminate this Agreement on such terms as may be agreed upon.

ARTICLE 5. MODIFICATION OF THE CONTACT

This contract may be changed or modified only by an amendment executed in the same fashion as the original. This contract may only be modified by mutual written agreement.

ARTICLE 6. RELATIONSHIP BETWEEN THE PARTIES

- 6.1 It is expressly understood that the Consultant is an independent contractor and not the agent, partner or employee of the University. Neither Consultant nor Consultant's workers are employees of the University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation or any employee benefits, statutory or otherwise.
- 6.2 Consultant shall not have the authority to enter into any contract or agreement to bind the University and shall not represent to anyone that Consultant has such authority.
- 6.3 Consultant represents and warrants to the University that in performing the consultancy services it will not breach any agreement with a third party.

- 6.4 Consultant agrees that any personal injury to Consultant or third parties or any property damages incurred in the course of performance of the Services shall be the responsibility of the Consultant.
- 6.5 Consultant hereby assumes all risk of and responsibility for and agrees to indemnify and hold harmless the University, its trustees, officers, directors, employee and agents against all claims, demands, suits, actions, recoveries, judgments, cost and expenses (including court cost and attorney's fees) in conjunction with, brought on by, or obtained on account of loss of life, property or damage arising out of Consultant's performance of the Services hereunder.

ARTICLE 7 INTELLECTUAL PROPERTY

- 7.1 All copyrights, renewals and extensions thereof, and all other legal and equitable rights, title and interest in the Project and any work produced hereunder, belong to the University and shall be subject to the terms and conditions of this Agreement. The University will preserve, record, and register its ownership by securing the necessary copyrights, renewals and extensions thereof, in compliance with Title 17 of the United States Code and with such state or foreign statutes, treaties and conventions as it, in its sole discretion, considers necessary and appropriate.
- 7.2 The University and consultant agree to mark all work hereunder with an appropriate, effective, clear and visually perceptible copyright notice indicating the University's ownership and control of the copyright mark.
- 7.3 This provision shall survive expiration and termination of this Agreement.

ARTICLE 8 CONFIDENTIALITY OF INFORMATION

- 8.1 Consultant agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to this Agreement unless Consultant has received prior written consent of the University to make such disclosures. This obligation of confidentiality does not extend to any information that:
- 8.1.1 was in the possession of Consultant at the time of disclosure by the University, directly or indirectly;
 - 8.1.2 is or shall become, through no fault of Consultant, available to the general public; or
 - 8.1.3 is independently developed and hereafter supplied to Consultant by a third party without restriction or disclosure.
 - 8.1.4 This provision shall survive expiration or termination of this Agreement.

ARTICLE 9. NOTICE

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served by registered or certified mail. All such notices shall be effectively only received by the addressee.

ARTICLE 10 ENTIRE AGREEMENT: MODIFICATION

This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by Consultant and an authorized representative of the University.

ARTICLE 11 SEVERABILITY AND NON-WAIVER

The terms of this Agreement are severable such that, if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable. The delay or failure of either part to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such right, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

ARTICLE 12 DISPUTE RESOLUTION

Any and all disputes arising under or related to this agreement shall be resolved in accordance with the Tuskegee University Vendor Mediation and Arbitration Agreement, a copy of which is attached hereto and made part hereof.

ARTICLE 13 ASSIGNMENT

Consultant may not assign its rights or obligations under this Agreement without the University's prior written consent.

ARTICLE 14 NON-DISCRIMINATION

Neither Consultant nor the University shall discriminate against any person on the basis of gender, race, creed, national origin, religious belief, age, sexual orientation or status as a disabled veteran of the Vietnam era in the performance of this Agreement.

WHEREFOR, the parties have executed this Agreement this ____ day of _____, 202_.

TUSKEGEE UNIVERSITY

CONSULTANT

By _____

By _____

Name:

Name:

Title:

Title:

Date:

Date:

Witness:

Witness:

EXHIBIT A

DESCCRIPTION OF SERVICES/STATEMENT OF WORK/WORKPLAN

PAYMENT SCHEDULE

TUSKEGEE UNIVERSITY
OFFICE OF GENERAL COUNSEL
AND EXTERNAL AFFAIRS

**TUSKEGEE UNIVERSITY
VENDOR MEDIATION & ARBITRATION AGREEMENT**

Disputes: Mediation & Arbitration. (a) Any controversy or claim arising out of or relating to this vendor agreement, or the breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by the [American Arbitration Association] under its [Mediation Rules]. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The mediation and arbitration hearing(s) respectively shall take place in the State of Alabama in a city agreed upon at the time by the parties before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a practicing lawyer having at least 15 years of experience in commercial business law related matters or a retired judge.

No demand for mediation or arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. Each party shall bear its own costs, fees, and expenses of mediation and/or arbitration.

(b) A party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute.

(c) The arbitrator shall issue a reasoned award. The arbitrator shall only require the parties to disclose documents that they intend to rely on in presentation of their case at the hearing. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. The mediation and/or arbitration proceedings and any resultant mediation or arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.

(d) If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

Tuskegee University
Authorized Representative:

Vendor's Authorized Representative

Date:

Date: