

CONSULTANT AGREEMENT

This Agreement is made by and between the Lee College District, 511 S. Whiting Street, Baytown, Texas 77520 and _____ (the "Consultant"), whose address is _____, effective _____, 200__.

Lee College District and the Consultant agree as follows:

1. Services

- A. The Consultant will provide advice, expertise, consulting, training and related professional services to Lee College District on matters related to _____.
- B. Lee College District will engage the Consultant only for the exchange of ideas and services on matters covered by the terms of this Agreement. The Consultant will not conduct research for or on behalf of Lee College District. If at any time during the term of this Agreement, the parties wish for the Consultant to conduct any research, the Consultant must do so as part of a separate research agreement with Lee College District.
- C. The Consultant will, upon request of Lee College District, and in return for compensation covered in Section 3, fully inform Lee College District about applications, features, and specifications in the area(s) of _____ to the full extent of the Consultant's present knowledge and to further extents as they may broaden, change, or emerge over the course of the Consultant's relationship with Lee College District .

2. Term and Termination

The term of this Agreement shall be from _____, 200__ through _____, 200__. The Agreement may be terminated by either party with or without cause upon ten (10) days prior written notice to the other party. It may be terminated immediately for a breach of the provisions contained in section 8 herein regarding Lee College District policies and procedures. Any unpaid amounts due hereunder shall be prorated according to the effective date of termination.

3. Compensation

Lee College District will pay the Consultant a total sum of _____ (\$_____) at a rate of \$_____ per month during the term as full and final compensation for all services as enumerated in this Agreement. Such compensation shall be due and payable on a monthly basis within thirty (30) days following the end of each month of the term of this Agreement. Or, Lee College District may elect to pay the Consultant one final amount upon completion and certification of the work agreed upon in this agreement

4. Competition

The Consultant will provide intellectual consultation expertise to Lee College District in the area(s) of _____ for the

time necessary to deliver the appropriate services stated herein during the term of this Agreement.

¹ LEE COLLEGE DISTRICT Consultant Agreement Rev. 4/02

5. Confidentiality

A. Either party may disclose to the other party any information that the disclosing party would normally freely disclose to the other professionals in the respective fields of expertise, whether by publication, public presentation, or informal professional discussions.

B. If either of the two parties discloses confidential information to the other party in connection with work contemplated by this Agreement, each party agrees not to disclose to any third party any confidential information thus shared or use any confidential information for purposes other than performance of services intended under this Agreement.

C. Confidential information does not include information that (i) later becomes available to the public through no breach of this Agreement, (ii) is obtained by the information recipient from a third party legally obtaining the information and possessing the legal right to disclose the information to the recipient, (iii) is already in the possession of the recipient on the date this Agreement becomes effective, (iv) is independently developed by the recipient with no input, knowing or unknowing, from the other party of this Agreement, or (v) is required to be disclosed by law, government regulation, a Texas Attorney General opinion, or court order.

6. Intellectual Property

Title to all inventions and discoveries made by the Consultant resulting from the work performed under this Agreement shall reside with the Lee College District.

7. Relationship of the Parties

The relationship created by this Agreement will be that of independent contractor and client. The Consultant will have no authority to bind or act as agent for the Lee College District or its employees for any purpose, unless specifically authorized in a separate writing by Lee College District. Any such authorization shall not alter the independent contractor relationship. It is understood and agreed that Consultant is an independent contractor and neither it nor any employees, agents, or volunteers contracted by it shall be deemed for any purposes to be employees, agents, or volunteers of Lee College District. This Agreement does not create a joint venture or business partnership under Texas law. Consultant assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations and benefits.

8. Lee College District Policies and Procedures

Consultant understands and agrees to at all times comply with System Board Policies and Administrative Procedures applicable to the services performed, including but not limited to policies and procedures related to students, instruction, personnel, purchasing and business transactions. Failure to abide by any policy or procedure is grounds for immediate termination of this Agreement.

9. Student Records

To the extent that the Consultant will come into possession of student records and information incidental to this Agreement, Consultant agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that Lee College District is required to furnish information or records pursuant to the Texas Public Information Act, Consultant shall furnish all such information and records to Lee College District and Lee College District shall have the right to release such information and records.

10. Indemnification

Consultant shall defend, indemnify and hold Lee College District, its trustees, officers, employees, and agents harmless from and against any and all claims, demands, and causes of action of whatever kind or nature, including costs and attorney's fees, asserted by any third party and occurring or in any way incident to, arising out of, or in connection with any acts or omissions of Consultant, its agents, employees, volunteers and subcontractors done in connection with this Agreement, whether such claims are asserted before or after termination of this Agreement.

11. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Consultant
Attn.: _____
Address: _____
To: Lee College District
Purchasing Agent
Attn.: Michael Sparkes, C.P.M.

511 S. Whiting Street
Baytown, Texas 77520

With a cc to:

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

12. No Assignment

Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party.

13. No Waiver of Immunity

Lee College District does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, volunteers and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.

14. No Waiver of Breach

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach and any provision shall be construed to be a waiver of such breach.

