



USE THIS AGREEMENT for Services for which the District will pay a fee, and which are non-recurring, and which will be provided by an individual or sole proprietor (for example, a speaker who will receive an honorarium). If more than one individual is involved, this form may be modified to add signature lines so that each individual signs it (for example, a group providing entertainment at a campus function).

DO NOT USE THIS AGREEMENT for any construction or maintenance work or for any ongoing consulting services.

San Jose - Evergreen Community College District

AGREEMENT, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Evergreen Valley College San Jose City College Work Force Institute District Office

This Agreement entered into this ___ day of ___, 2___ is made between the San Jose-Evergreen Community College District, hereinafter referred to as the "DISTRICT", and the following named individual, _____, hereinafter referred to as the "INDIVIDUAL".

1. INDIVIDUAL'S INFORMATION:

Individual's Name _____

Mailing Address _____ City _____ Zip _____

Home Phone _____

Email _____

Social Security Number: _____ * MUST PROVIDE W-9

Are you a current or former employee of the DISTRICT? Yes No

If yes, date last worked _____

Are you related to any employee(s) in the DISTRICT? Yes No

If yes, please identify the individual(s) _____

2. INDIVIDUAL'S SERVICES, FEES, AND AGREEMENT STARTING AND ENDING DATES:

Services and deliverables are as follows:

For these services and deliverables, the DISTRICT agrees to pay \$ _____

Dates of services are from _____ through _____.

3. DISTRICT OBLIGATIONS OTHER THAN PAYMENT, IF ANY:

4. STANDARD TERMS AND CONDITIONS:

- A. INDIVIDUAL is solely responsible for the content and sequence of the work. DISTRICT will not provide any training or instruction to INDIVIDUAL.
- B. Confidentiality: In performing his/her duties hereunder the INDIVIDUAL may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to INDIVIDUAL of student record information in violation of section 1232g or of any similar state law. INDIVIDUAL agrees that if in the performance of his/her duties he/she does obtain such access he/she shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.
- C. INDEMNIFICATION AND HOLD HARMLESS:
INDIVIDUAL shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of INDIVIDUAL'S performance of the work contemplated by this Agreement. INDIVIDUAL further releases any and all claims against the DISTRICT arising from any injury INDIVIDUAL suffers which was caused by any condition of the property in or about the area in which work is to be performed and agrees to be solely responsible for any such injury or damage. Acceptance of this Agreement constitutes that the INDIVIDUAL is not covered under the DISTRICT'S general liability insurance, employee benefits or worker's compensation. It further establishes that the INDIVIDUAL shall be fully responsible for such coverage.
- D. Payments to the INDIVIDUAL pursuant to this Agreement will be reported to Federal and State taxing authorities as required. DISTRICT will not withhold any sums from fees payable to INDIVIDUAL. INDIVIDUAL is independently responsible for the payment of all applicable taxes.
- E. Signatures:
The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items are to the best of their knowledge true and correct statements.

INDIVIDUAL

By: _____ Date: _____
Signature

Name (please print)

SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT

By: _____ Date: _____
Signature

Name (please print)

Title

Approved re Form & Legality
By _____
Date _____

Required Information (completed by initiating College/District Department):

District Agreement Originator: _____

Manager Approvals (as necessary) _____

GL Account: _____

Requisition Number: _____