



Southeast Arkansas College  
Terms & Conditions



1. Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Arkansas, Southeast Arkansas College, the Southeast Arkansas College Board of Trustees, or Southeast Arkansas College administrators, officers, faculty, staff, employees or agents.
2. This Agreement shall be governed by the laws of the State of Arkansas. The exclusive jurisdiction for any dispute by Vendor regarding this agreement, pursuant to A.C.A. §19-10-204, shall be the Arkansas State Claims Commission.
3. Vendor agrees that it is solely responsible for complying with all laws as well as obtaining all required permission, licenses, or other authority for all items, services, goods, products, or activities that it performs or provides. Further, Vendor states that it is in compliance with all applicable laws and further, that it has or will obtain all required and necessary rights, licenses, titles, and permits necessary for all items, services, goods, products, or activities to be performed or provided. Vendor further agrees to fully indemnify and hold harmless Southeast Arkansas College from any and all copyright, copyright infringement, license, royalties, title or other claims that arise or are made as a result of Vendor's service, goods, product, or activity on the campus of, or provided to, Southeast Arkansas College.
4. Vendor agrees that it will be solely responsible for any harm, damage or injury that it, its product, its equipment, its goods, its service, or its employees, agents or guests cause or permit to occur to any person or their real or personal property as the result of Vendor's actions or failure to act. Vendor further agrees to fully indemnify and hold harmless Southeast Arkansas College from any and all losses, damages, or expenses, including reasonable attorney's fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, financial loss, or other injury or damage caused by Vendor's product, goods, service or otherwise, as well as all claims alleging any negligent act or omission of Vendor, its employees, subcontractors, or agents.
5. Pursuant to Arkansas Code Annotated § 19-11-224, no account or amount due under the Agreement shall be deemed past due and no right of collection, late fees, charges or interest shall accrue until after sixty (60) days past the date such account or amount is due and payable under the terms of the Agreement.
6. The parties shall comply with all federal, state and local laws as required in connection with the performance of their obligations under this Agreement, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.
7. Upon the signing of this Agreement by all parties, terms of the Agreement shall become available to the public, pursuant to the provisions of A.C.A. §25-18-501.
8. Vendor shall obtain and maintain in force and effect at all times during the term of this contract, at its sole expense, a general commercial liability insurance policy which policy shall have minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.

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9. Vendor will not assign or otherwise transfer its duties under this contract to another person or entity without Southeast Arkansas College's express written permission. Further, this agreement shall be binding upon the Vendor's successors and assigns.
10. Vendor agrees that it will not allow any of its employees, guests, subcontractors or agents to engage in behavior that constitutes sexual harassment.
11. The parties agree and understand that approval of this Agreement or any amendments to this Agreement are subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. The parties further agree that in the event such legislative review or approval is not granted or is otherwise withheld, this Agreement shall terminate automatically with no penalty to Southeast Arkansas College.
12. Any information of Southeast Arkansas College or relating to Southeast Arkansas College's business, which Vendor obtains as a result of the services contemplated by this Agreement, which information is not generally available to the public or subject to the Arkansas Freedom of Information Act, shall be considered Confidential Information. All requests for Confidential Information shall be directed to Southeast Arkansas College's representative, who will determine in his/her sole discretion whether disclosure of the requested Confidential Information is necessary to enable Vendor to perform the service under this Agreement. Regardless of how it is obtained, Vendor shall not disclose to any third party or parties, or use, except expressly for the sole purpose of performing its obligations under this Agreement, any Confidential Information given to Vendor by Southeast Arkansas College or learned or developed during the course of the services under this Agreement, except that that Vendor may disclose such Confidential Information in order for Vendor to perform its obligations under this Agreement. Vendor shall cause all of its representatives to comply with the provision of this paragraph and shall be responsible for any breach by such representatives.
13. When Vendor handles or possesses personal and confidential Southeast Arkansas College student, employee, faculty, staff or other individual's data such as, but not limited to, home addresses, banking information, health information (including but not limited to medical records), social security numbers, credit card numbers, birth dates, or medical information, Vendor must have procedures in place to ensure that the confidential information is protected against unauthorized disclosure or theft. Vendor agrees to keep secure all information or data that it receives under this Agreement. Vendor further agrees that if it determines that the security of this information or data has been breached, it will notify Southeast Arkansas College within 24 hours of when it had notice of the breach. In the event Vendor fails in its responsibility to keep secure all information or data that it receives under this agreement, Vendor agrees to be fully responsible for all damages to any person or entity that result from the breach in security.
14. Vendor agrees that any data provided to it by Southeast Arkansas College under or pursuant to this Agreement: (a) will be used by Vendor only for the purpose of performing this contract; (b) will be treated as confidential information; and (c) will not be used, sold or shared with any third party inconsistent with this provision.

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15. Upon termination of this Agreement Vendor shall, upon request, aid and assist Southeast Arkansas College in the retrieval or return of any or all of the College's data or records that are in the possession of Vendor.
16. If any local, state or federal government or government agency changes or amends any laws, rules, or regulations affecting the rights, requirements, or relationships contemplated herein, Southeast Arkansas College reserves the right to amend this Agreement in order to bring it into compliance with such changes.
17. The parties agree that pursuant to A.C.A. §19-11-247, before a contract is ratified and affirmed under subdivision (c)(1)(A) of A.C.A. §19-11-247, it shall be presented to the Legislative Council or, if the General Assembly is in session, to the Joint Budget Committee, for review if the contract is required to be submitted for review under A.C.A. §19-11-1006.
18. Pursuant to A.C.A. §25-1-503, Vendor and Artist certify that they are not currently engaged in, and further, hereby agree that for the duration of the contract, not to engage in, a boycott of Israel.
19. Pursuant to Act 557 of 2015, and A.C.A. §19-11-267, the service criteria for this Agreement is as follows: to provide competent consulting services in the area set forth in Exhibit "A" ("the Proposal) attached to the original Agreement as well performing all items as set forth therein.

Acceptable performance of this Agreement shall be measured as follows: The Vendor shall perform its services consistent with the professional skill, timeliness and care of other entities that perform/provide the same or similar services.

Neither the College's review, approval, or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Vendor shall be and remain liable to the College in accordance with applicable laws for all damages to the College caused by the Vendor's negligent performance of any of the services rendered under this Agreement.

In the event that the Vendor shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the College may notify the Vendor in writing of such failure and demand that the same be remedied within 10 days. Should the Vendor fail to remedy the same within said period, the College shall then, in its sole discretion, have the right to immediately terminate this agreement without penalty and receive a refund of any funds paid in advance or for work that has not yet occurred.

20. Vendor hereby approves all strikethroughs and deletions made by the College to the face of the original agreement, and further agrees that the terms of this Addendum supersede and are controlling over any conflicting terms set forth in the original agreement.

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My signature certifies that I have received the Standard Terms & Conditions from Southeast Arkansas College. I have read and hereby further agree with all provisions in this document.

I further understand that if not returned to Southeast Arkansas College, my business will be removed from their Vendor list, and I will no longer receive business from Southeast Arkansas College.

**VENDOR:**

**BY:** \_\_\_\_\_

Name:

Title:

**DATE:** \_\_\_\_\_