

AGREEMENT FOR CONSULTING SERVICES

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12180, and _____ of
_____ ("Consultant").

WHEREAS, HVCC desires to engage Consultant to perform certain consulting services, and Consultant desires to be retained by HVCC to perform said consulting services, all upon the terms and subject to the conditions hereinafter stated,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. Term

This Agreement will become effective upon its execution and will terminate upon completion of WKH : R U N D V G H V F U L E H G L Q ([K L E L W \$ W K H 3 : R U N ' X Q O H parties or earlier terminated in accordance with its terms.

2. Services

The Work to be performed by Consultant is described in Exhibit A attached hereto and made a part hereof. HVCC may, but is not obligated to, engage Consultant to perform other services upon mutually agreed terms and conditions by means of an addendum to this Agreement.

3. Confidential Information

(a) In the course of performing the Work pursuant to this Agreement, Consultant may come into contact with, or acquire knowledge about, HVCC's technical, proprietary, trade secrets or business information including information or data pertaining to specifications, drawings, sketches, models, samples, computer programs, information about HVCC's network or facilities, D Q G D V V R F L D W L R Q V Z K L F K L Q I R U P D W L R Q P D \ S u c h L Q Z U L Information is, and shall remain, the exclusive property of the HVCC. Consultant shall treat and maintain all such Information as confidential, whether or not it has been physically marked as Confidential. The Information may be used by Consultant if required to perform the Work under this Agreement and may only be distributed to those employees of Consultant who have a need to know in order to perform the Work pursuant to this Agreement; the Information may not be released to any other person, entity, or the public without the written consent of HVCC

(b) The foregoing obligations shall not apply to any Information lawfully in Consultant's possession prior to its acquisition from the HVCC; received in good faith from a third

(iv) When PII or Confidential Information is no longer required under this Agreement, and is no longer required to be maintained by applicable law or the terms of this Agreement, Consultant shall securely destroy such information including any backups.

(c) Notice of incident involving PII or Confidential Information Consultant shall immediately report to the Office of the President of HVCC and the HVCC representative to whom the Consultant directly reports any unauthorized access, use, loss, disclosure, modification or destruction of PII or Confidential Information within 24 hours of discovery. In such event Consultant shall (i) use best efforts to determine the scope and nature of the breach; (ii) cooperate with HVCC, in light of the circumstances and applicable law, to determine risks posed by the breach and whether and how those persons whose data was accessed, acquired or disclosed should be notified; (iii) complete the New York State Cyber Security and Critical Infrastructure Coordination incident notification report and (iv) restore the reasonable integrity of the data system which hosts the PII of HVCC ¶ V & R Q I L G H Q W L D O , Q I R U P D W L R Q Z L W K R investigation.

5. Indemnification

(a) Consultant shall defend, indemnify and hold harmless HVCC and its affiliates, officers, agents and employees from all claims, suits, actions, demands, damages, liabilities, expenses (including fees and disbursements of counsel), judgments, settlements, and penalties of HYHU \ NLQG UHODWHG WR & RQVXOWDQW ¶ V HLW & HD GLUH F representatives) performance of the Work under this Agreement or violation of any term of this Agreement or the matters referred to in Subsection 5(b) below. The foregoing indemnity shall not apply in the case of claims which arise from the negligence, misconduct or other fault of HVCC. The parties agree that the price for the Work provided under this Agreement includes consideration for the obligation to indemnify as set out in this Section 5. The obligations in this Section are in addit R Q WR & RQVXOWDQW ¶ V GXW \ WR SURYLGH LQV X limitation on the amount or type of damages, compensation, or benefits payable by Consultant under any employee benefit act.

(b) Without limitation of 5(a) above, Consultant sh

1. Telephone, fax, ~~e~~mail and firstclass postage for communication with

Consultant shall deliver to HVCC all completed work and work in progress, to include notes, draft reports and similar materials.

(c) If the Consultant shall become bankrupt or insolvent, or if the business of the Consultant shall be placed in the hands of a receiver, assignee, or trustee, whether by the voluntary act of the Consultant or otherwise, this Agreement shall immediately terminate.

13. Notice

(a) Any written notice either party may give the other concerning the subject matter of this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

To Consultant: _____

Fax No.: _____

HVCC: Hudson Valley Community College
80 Vandenberg Avenue
Troy, New York 12180
Fax No.: _____
Attn: _____

(b) Written notices for change in ownership, change in name of firm, or change in mailing address must be given by Consultant by mail to HVCC within thirty (30) days of such change. Notices for change in ownership must include the names of all new owners or officers, registered agent for service of process and state of incorporation or organization.

14. Waiver of Terms and Conditions

Failure to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions, or of any other terms or conditions.

15. Precedence of Documents

In case of conflict between provisions of this Agreement and (for purposes of this paragraph, meaning just the Agreement document without Exhibit A) and provisions contained in Exhibit A, this Agreement shall govern. In case of conflict between provisions of either this Agreement and Exhibit A and a subsequent written amendment or modification, the subsequent amendment or modification shall govern.

17. Force Majeure

Delays in the performance of, or the nonperformance of, any obligations hereunder resulting from force majeure (including acts of war, labor disputes, natural disasters or other events outside the control of the respective party) shall be excused for the period of such force majeure.

18. Governing Law and Venue

The validity, construction and performance of this Agreement shall be governed by the laws of the United States of America and in particular, the laws of the State of New York without regard to its conflicts of laws principles, and any action to resolve any controversy between the parties relating to this Agreement shall be brought in New York State Supreme Court, Rensselaer Co or the Federal District Court in the Northern District of New York, and each party waives the defense of *forum non conveniens*.

19. Assignment

Except as otherwise provided herein, HVCC hereby specifically contracts for the services of Consultant and Consultant may not assign, subcontract, or delegate the performance of the Work, other duties, or rights under this Agreement without the prior written consent of HVCC, which FRQVHQW PD\ EH ZLWKKHOG LQ +9 & & ¶ V ROH DQG DEVROXWI

20. Entire Agreement

This Agreement represents the entire understanding between the parties with the respect to the provisions and cancels and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter. This Agreement may only be modified or amended by an instrument in writing signed by duly authorized representatives of the parties. No verbal changes to the scope of Work shall be permitted, and HVCC shall make no payment for Work performed pursuant to verbal order or agreement.

HVCC:

Dept. Head _____

Vice President _____

CONSULTANT:

By: _____

EXHIBIT A (to be attached)

*THIS MUST BE COMPLETED IN FULL FOR THE CONSULTANT TO BE PAID

The Work to be performed under this Agreement is as follows or as described on Exhibit A

The Work will be performed on the following date(s) or as described on Exhibit

The Consultant Should be Paid Based on:

Choose one (put an X in one of the boxes below)

The consultant will be paid based on this agreement The consultant will be paid by _____