

SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered, a total payment, including travel and other expenses, not to exceed the amount defined on the Purchase Order. If travel and other reimbursable expenses are separately defined and reimbursable, such costs shall be limited to the standard allowances authorized by District Board policy. Payment shall be made within 30 days upon submission of a completed invoice(s) referencing the purchase order number to invoices@scusd.edu.

ARTICLE 2. EQUIPMENT AND FACILITIES.

As may be applicable to this Contract, District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Contract.

ARTICLE 3. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT.

Contractor understands and agrees that all matters specifically produced under this Contract shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name and logo on the Contract, and the Contractor shall not use the District's name, logo, or other identifying marks on the Contractor's materials, including but not limited to the Contractor's website, social media, and other public or private communications.

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ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Contract, caused in whole or in part by the

ARTICLE 10. ENTIRE CONTRACT.

This Contract contains the entire Contract between the parties and supersedes all prior understanding between them with respect to the subject matter of this Contract. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Contract that are not fully expressed in this Contract. This Contract may not be modified, changed, supplemented or terminated, nor may any obligations under this Contract be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Contract.

ARTICLE 11. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Contract. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Contract.

Consultant affirms to the best of their knowledge, there exists no actual or potential conflict of interest between _____ family,