



### Standard Services Agreement (SSA)

This Agreement is entered into as of \_\_\_\_\_, 20\_\_ between College of the Mainland, on behalf of the Department/Division of \_\_\_\_\_ ("College") and \_\_\_\_\_ ("Service Provider") the forgoing referred to collectively as the "Parties".

☐ ← Check box if Service Provider is represented by an Agent.

In consideration of the mutual promises and agreements of the Parties hereto, as hereinafter set forth, it is agreed as follows:

Service Provider: \_\_\_\_\_

Topic or Type of Performance: \_\_\_\_\_

Date(s): \_\_\_\_\_

Time(s): \_\_\_\_\_

Location(s): \_\_\_\_\_

Additional Activities/Terms: \_\_\_\_\_

\_\_\_\_\_

Compensation/Honorarium:

The total amount to be paid by the College shall not exceed: \$\_\_\_\_\_.

This amount includes \$\_\_\_\_\_ paid to Service Provider and \$\_\_\_\_\_ for food, lodging and transportation.

Any terms unfilled may be cause for renegotiation or non-payment. Either party may terminate this Agreement with \_\_\_\_\_ days' written notice. Service Provider is an independent contractor and not an agent or employee of College.

**ISSUING PAYMENT:** College will issue payment to Speaker or Performer following the performance of services and receipt of an invoice and expense receipts (if any) and such payment shall not exceed the amount indicated in this Agreement. College shall pay Service Provider with a check.

**INDEMNIFICATION:** Service Provider agrees to indemnify, defend and hold College, its trustees, officers, agents, and employees, harmless from any claims, losses, suits, proceedings, damages and liabilities, including attorney's fees, for property damage, personal injury, death, or any other cause of action that arises out of or is based, in whole or in part, upon any act or

failure to act by Service Provider and/or their officers, agents, and employees in performing the Services under this Agreement. Service Provider will reimburse College for any legal or other expenses incurred by College in connection with investigating or defending against such claims, losses, suits, proceedings, damages or liabilities, as and when such expenses are incurred. College reserves the right to settle any claim, proceeding, or suit at any time.

**NO BOYCOTT:** If Service Provider is a “company”, as that term is defined in Section 801.001 of the Texas Government Code, then Service Provider certifies and verifies that Service Provider: (i) does not boycott Israel and (ii) will not boycott Israel during the term of this Agreement.

**FOREIGN NATIONAL ADDENDUM REQUIRED:** Service Provider must check the appropriate box. The Service Provider **IS NOT BOTH** an **individual** and a **Foreign National** (i.e., is not a U.S. Citizen or U.S. Resident Alien) ☐ or the Speaker **IS BOTH** an **individual** and a **Foreign National** ☐. A Service Provider who is **BOTH** an individual and a Foreign National must complete the Foreign National Information Addendum located on the Internal Revenue website at <https://www.irs.gov/pub/irs-pdf/fw8exp.pdf> and submit it with this Agreement to the College. This information is required to ensure that the Service Provider is eligible to receive payment and that the correct tax withholding, if any, is applied to that payment. The Foreign National Addendum must be submitted to the College at least three weeks before services will be performed under this Agreement. Service Providers who are not Foreign Nationals are not required to attach the Foreign National Information Addendum to this Agreement.

**GOVERNING LAW AND DISPUTE RESOLUTION:** This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Galveston County, Texas. College and Service Provider acknowledge that any dispute pertaining to this Agreement shall be governed by Texas Government Code Section 2260.

#### COLLEGE OF THE MAINLAND

#### SERVICE PROVIDER

\_\_\_\_\_  
Signature Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_