

**State of South Carolina  
Education Consulting Services  
Fixed Price Contract  
Engagement Agreement  
Contract # \_\_\_\_\_**

This agreement is between \_\_\_\_\_ (Using governmental unit or UGU) and \_\_\_\_\_ (Contractor). Contractor is an approved vendor pursuant to the STC for Education Consulting Services.

**I. Scope of Work**

The UGU wishes to engage Contractor pursuant to the terms of the STC for Education Consulting Services Fixed Price Contract.

*[set forth the scope of work here]*

Upon request, Contractor shall provide professional resume`s which include education, qualifications and experience of the individuals serving as consultant(s) during the Engagement.

**II. Payment**

The daily rate cannot exceed the rate set forth in Contractor's contract.

The UGU agrees to pay \$\_\_\_\_\_ *[must not exceed the contract per day limit]* per day for the services set forth above.

Contractor shall be liable for and pay all taxes required by local, state, or federal law, including but not limited to social security, workers' compensation, and employment security, if required by law. Contractor is not an employee of the UGU. No employee benefits of any kind shall be paid by the UGU to or for the benefit of Contractor or his employees or agents by reason of this contract.

**III. Expenses**

Please check one of the following statements.

Contractor is responsible for any and all expenses arising out of this contract.

The UGU will pay reasonable travel expenses, with prior authorization. The travel expenses will in no case exceed state travel rates.

**IV. Date of Service**

*[Include number of days and dates of service]*

**V. Termination**

The UGU may terminate the work set forth in this Engagement Agreement at any time with seven (7) days notice.

See solicitation for additional termination provisions.

**VI. Restrictions on Use of Materials Created**

Contractor agrees that any materials created as a result of the performance of this contract may not be retained beyond the end of the term of the contract and becomes the property of the UGU. Materials include PowerPoint slides, participant handouts, class evaluations, and curriculum. Recorded presentations are the property of the UGU and may not be used without written permission of the UGU. The materials may not be sold, traded, or repackaged to another entity and may not be used for any purpose other than performing this contract. Upon request, contractor must provide written confirmation of compliance with this clause.

**VII. Additional Terms Included in Bid**

All other terms and conditions are set forth in the invitation for bid. By submitting a bid and being placed on state contract, Contractor has expressly agreed to all the terms and conditions of that invitation.

**VIII. Save Harmless**

The Contractor shall indemnify and save harmless the State of South Carolina and all state officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright. Contractor shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the Contractor's use of material furnished to the Contractor by the State.

**IX. Ethics**

UGU and Contractor certify that SC Ethics Law Title 8 chapter 13 is met and each entity will comply with, and has not, and will not, induce a person to violate this law. See solicitation for term titled "Ethics Certificate."

The undersigned hereby agrees to the terms and conditions of this agreement and will not begin work without the issuance of a Purchase Order. You also agree that the terms in this agreement do not alter any terms of the Contract not expressly identified in this agreement. Should there be an ambiguity between the language in this agreement and the Contract, the State shall resolve the ambiguity in such a manner that is most advantageous to the State.

The State reserves the right to modify this agreement as is necessary to meet the requirements of the engagement, or to modify or update the format of the agreement at any time during the term of the contract.

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\_\_\_\_\_  
**(Contractor)**

\_\_\_\_\_  
**(Using Governmental Unit)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date