

**ROGER WILLIAMS UNIVERSITY  
AND  
ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW**

**STANDARD ENGAGEMENT AGREEMENT**

This Standard Engagement Agreement ("Agreement") is made and entered into between (*check one*): ☐ Roger Williams University or ☐ Roger Williams University School of Law (in either instance, "RWU") and the party identified in Section 1 below ("Vendor"). This Agreement sets forth the terms and conditions for an engagement of Vendor's professional services.

**1. VENDOR INFORMATION:**

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

Type (*check one*)    ☐ Individual    ☐ Corporation    ☐ Partnership    ☐ Other

Address: \_\_\_\_\_

Vendor Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**2. RWU SPONSORING SCHOOL/OFFICE CONTACT INFORMATION:**

RWU Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**3. TERMS AND CONDITIONS:**

Description of Services: \_\_\_\_\_

Date(s) of Services: \_\_\_\_\_

(*If applicable*):    Time of Services: \_\_\_\_\_    Arrival Time: \_\_\_\_\_    Performance Length: \_\_\_\_\_

Location of Services: \_\_\_\_\_

Location Set-up Requirements (*if any*): \_\_\_\_\_

Fee for Services \$ \_\_\_\_\_

Deposit (*if any*) \$ \_\_\_\_\_

Reimbursable Expenses (*if any*) \$ \_\_\_\_\_

Additional cost per hour \$ \_\_\_\_\_ (*if applicable and requested by RWU*)

Total Cost

The deposit (if any) will be paid upon the full execution of this Agreement. RWU will mail Vendor the fee for services, any reimbursable expenses, and any additional costs forty-five (45) days following Vendor's performance of services. If Vendor accepts payments via ACH, payment will be made thirty (30) days following Vendor's performance of services. This payment represents the entire financial obligation of RWU under this Agreement or otherwise for the services provided herein.

4. **FORCE MAJEURE.** This Agreement is subject to proven detention by sickness, accidents, riots, labor disputes, strikes, epidemics, pandemics, governmental order, acts of nature, or other legitimate conditions beyond Vendor's or RWU's reasonable control. Neither Vendor nor RWU will be responsible for terms of this Agreement as a result thereof. In such event, Vendor will return any deposit paid hereunder.
5. **INDEPENDENT CONTRACTOR.** Vendor is an independent contractor and is not an employee of RWU. Vendor understands and agrees that because Vendor is an independent contractor, RWU will make no deduction from payment hereunder on account of federal, state, or local income tax, Social Security or Medicare tax, Temporary Disability Insurance, unemployment tax, or the like. Vendor is solely responsible for payment of all governmental obligations including any and all assessed penalties and interest arising in connection with this Agreement.

6. **INDEMNIFICATION.** Vendor shall at all times indemnify and hold harmless RWU from and against any and all third party claims, damages, liabilities, costs, and expenses, whether in contract or tort, arising out of personal injury, including death, or property damage, sustained in whole or in part as a result of or arising out of any negligent and/or intentional acts or omissions of Vendor in the performance of services under this Agreement.
7. **INSURANCE.** Should RWU require Vendor to provide a certificate of insurance (COI) listing certain insurance coverage, such COI shall name RWU as an additional insured as requested by RWU. If such documentation is not received by RWU at least twenty-four (24) hours prior to the commencement of services, RWU may terminate this Agreement, without penalty or further obligation, upon notice to Vendor.
8. **CANCELLATION CLAUSE.** RWU may cancel this Agreement without penalty upon thirty (30) days written notice to Vendor. In such event, Vendor will return any deposits paid hereunder.
9. **GOVERNING LAW.** The provisions of this Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of Rhode Island. The parties agree that the exclusive forum for any dispute concerning this Agreement shall be the state courts of Rhode Island, and/or the appropriate federal venue in Rhode Island.
10. **NOTICE.** Any notice, request, or other communication required to be given under this Agreement shall be in writing. Except as changed by notice in writing to the other party, notice shall be delivered to the respective party's address provided herein.
11. **ASSIGNMENT.** Vendor may not assign its obligations under this Agreement without the prior written consent of RWU.
12. **RIDER.** This Agreement and any attached rider(s) must be signed by Vendor and RWU to be effective.
13. **ENTIRE AGREEMENT.** This Agreement, including a certificate insurance naming RWU as additional insured, shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding except to the extent incorporated in this Agreement. This Agreement may only be altered, changed, or amended by an instrument in writing signed by RWU and Vendor.
14. **EFFECTIVE DATE.** This Agreement shall be effective as of the last signature date below.
15. **CERTIFICATE OF INSURANCE.** Vendor will provide RWU with a certificate of insurance evidencing its general liability, auto and workers' compensation policies in limits satisfactory to RWU and naming RWU as an additional insured on the general liability and auto policies.

**AGREED TO AND ACCEPTED BY:**

**Vendor**

**Roger Williams University  
Roger Williams University School of Law**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

AVP for Accounting & Treasury Management  
One Old Ferry Road  
Bristol, RI 02809

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INSTRUCTIONS FOR VENDOR:**

- i) Complete an IRS Form W-9, available at [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)
- ii) Sign and return the Agreement and completed W-9 to the RWU Sponsoring school/office.

**INSTRUCTIONS FOR RWU:**

- i) Complete the Agreement and send to Vendor for signature. *(If Vendor is a foreign national or non-U.S. corporation, please contact the Finance Office in ADVANCE to discuss payment procedures and requirements.)*
- ii) The completed Agreement signed by Vendor, IRS Form W-9, and Contract Review Form should be submitted to the Office of General Counsel (OGC) for legal review. After legal review, OGC will submit the approved Agreement to the appropriate authorized Finance signatory, who will return the signed Agreement to OGC. OGC will send the fully executed Agreement back to the sponsoring school/office. The sponsoring school/office should keep the original copy of the Agreement and mail a copy of the Agreement to the Vendor.
- iii) Only an OGC legal stamped approved Agreement should be used by the sponsoring school/office for processing of their payment request to Vendor.