

VENDOR AGREEMENT

This Agreement is entered into this ___ day of _____, 20___, by and between the THE AMERICAN SOCIETY OF CIVIL ENGINEERS (“ASCE”) and _____ (“Vendor”).

WHEREAS, ASCE desires to obtain certain services in connection with its programs and events, and Vendor has indicated a willingness and capability to provide these services in accordance with the terms of this Agreement.

IT IS AGREED, that in consideration of the mutual promises and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Obligations of Vendor - Vendor shall provide certain services to ASCE as specifically described on Attachment A to this Agreement.
2. Financial Obligations - ASCE shall pay to Vendor as sole compensation for its services the amounts set forth in Attachment A. No other amounts will be due or payable without the prior written authorization of ASCE.
3. Performance - Vendor agrees to perform the services in a professional, technically competent and timely manner, in accordance with industry standards and all applicable laws, rules and regulations, and in a manner consistent with the scientific, educational, charitable and literary purposes of ASCE within the meaning of Section 501(c)(3) of the Internal Revenue Code. Vendor shall obtain all licenses and permits and pay all fees required to comply with such laws and regulations. Vendor shall provide the equipment and materials used to perform the services and provide personnel who are appropriately trained and qualified to fulfill Vendor’s obligations hereunder. In performance of the services, Vendor will not infringe any patent, copyright, trade secret or other proprietary right of any person or entity.
4. Confidentiality - During the term of this Agreement, Vendor shall act exclusively in the best interest of ASCE. Vendor acknowledges that it may have access to information which is non-public, confidential and proprietary in nature. Such confidential information may include, but is not limited to, trade secrets, business plans, copyrights, logos, trademarks, financial and operational information and membership lists. Vendor expressly agrees not to use or disclose such information in any manner or for any purpose at any time during or after the effective term of this Agreement, except as required by law or as required during the course of Vendor’s work for ASCE, unless authorized in writing by ASCE. Any and all uses of ASCE’s confidential or proprietary information, materials, or property shall be subject to advance review and approval by ASCE. Upon expiration or termination of this Agreement, Vendor shall return any such information to ASCE.
5. Works - All works prepared or deliverable under the terms of this Agreement, in whatever stage of completion, are irrevocably assigned to ASCE and shall remain the property of ASCE, except in the instance of previously copyrighted materials used in the work that are known to be the property of another party. All copyright interests of the works deliverable under this Agreement are considered “works made for hire” and are the sole property of ASCE. Upon termination or expiration of this Agreement, Vendor shall

immediately deliver to ASCE all materials and property belonging to or created for ASCE.

6. Independent Parties: Vendor is an independent contractor, to whom ASCE shall have no obligation as an employer. ASCE will not pay or withhold, and Vendor will hold ASCE harmless from costs for employee benefits, employee taxes, insurance, and other costs typically arising from an employee-employer relationship. Vendor shall pay its own expenses, including but not limited to all salaries and commissions to Vendor's employees, occupational taxes in the form of licenses to engage in or to conduct business, and all taxes including, but not limited to taxes that may be assessed on the personal property and equipment of Vendor used in the conduct of Vendor's business. Neither party is authorized by the other under this Agreement to act on behalf of or in the name of the other party or any of their affiliates or subsidiaries. Neither party shall have the authority to bind the other in contract, debt or otherwise.

7. Indemnification/ Insurance - Vendor shall indemnify, defend, and hold harmless ASCE, its Sections, Branches, Institutes, officers, directors, employees, members and agents, and each of them, from any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgements, interest, attorneys' fees, and all other costs, fees, expenses, and charges which ASCE, its Sections, Branches, Institutes, officers, directors, employees, members and agents, and each of them, may incur arising out of any act, omission, breach of this Agreement, or other activity conducted by Vendor or its agents in connection with this Agreement. Vendor will maintain during the period of this Agreement liability insurance of at least one million dollars in policy limits covering claims or suits arising out of Vendor's services; Vendor will include ASCE as an additional insured on the policy as to matters covered by this Agreement and Vendor will furnish to ASCE evidence of that insurance.

8. Conflicts of Interest – Vendor represents and warrants that it has no business, professional, personal or other interest, including but not limited to the representation of other clients, that would conflict in any manner with the performance of its obligations under this Agreement. Vendor agrees immediately to inform ASCE in writing if any such conflict of interest arises during the term of this Agreement, and ASCE may immediately terminate this Agreement upon receiving such notice.

9. Termination - This Agreement may be terminated by ASCE at any time, with or without cause, upon thirty (30) days written notice to Vendor. In the event of termination by ASCE without cause, ASCE shall pay Vendor a pro rata share for services rendered up to the period at which termination occurs but ASCE shall not be obligated to make any additional payment to Vendor except to reimburse Vendor for expenses expressly authorized by ASCE under Paragraph 2. Upon termination by ASCE with or without cause, Vendor shall return all unearned prepayments or deposits.

10. Applicable Law - The Agreement shall be governed by, interpreted and construed in accordance with the laws of the Commonwealth of Virginia. All claims, actions, proceedings and disputes arising out of this Agreement shall be commenced exclusively in

Virginia and all parties consent to personal jurisdiction in Virginia.

11. Successors and Assigns - This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

12. Assignment – This Agreement may not be assigned by Vendor or the rights granted to or obligations imposed upon Vendor transferred or sublicensed by Vendor, without the express prior written consent of ASCE.

13. Amendment - This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements with respect to the subject matter hereof. This Agreement may be amended or modified only by a written agreement signed by an authorized representative of each party hereto.

14. Waiver - Waiver by either party of any term or condition of the Agreement with respect to the subject matter hereof or any breach shall not constitute a waiver of any other term or condition or breach of the Agreement.

15. Subsequent Invalidity - If any provision of the Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be impaired or affected thereby.

16. Survival- Articles 3, 4, 5, 7 and 10 shall survive the termination of the Agreement and shall remain enforceable between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first written above.

THE AMERICAN SOCIETY OF CIVIL ENGINEERS

By: _____

Title: _____

VENDOR

By: _____

Title: _____