



COMPTON COMMUNITY COLLEGE DISTRICT CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this 24th day of September, 2020 (“EFFECTIVE DATE”), between the Compton Community College District, hereinafter referred to as (“DISTRICT”), and The NROC Project, hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires specialized services and/or advice in connection with The NROC Project to provide cloud-based academic support curriculum to Compton College students on a standard 12 month membership of service which includes a custom EdReady website, access to all NROC Assets including the right to host the NROC Downloadable Content locally within the centrally managed applications, and the right to link all NROC Assets through a customized HippoCampus website during the term of the agreement, hereinafter referred to as “SERVICES” and defined in Article I of this AGREEMENT, where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies; and

WHEREAS, CONSULTANT is specially trained, experienced and competent to provide the SERVICES to the DISTRICT; and

WHEREAS, the SERVICES are not available within the DISTRICT and cannot be performed satisfactorily by DISTRICT employees, or are of such a highly specialized or technical nature that the necessary knowledge, training, experience and ability are not available through the DISTRICT at this time; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide the SERVICES to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I
SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. **SERVICES TO BE PROVIDED BY THE CONSULTANT.** The CONSULTANT shall provide the SERVICES to the DISTRICT on the terms set forth herein. The PARTIES agree if there is a proposal or similar document attached or incorporated into Exhibit "A", that the terms of this AGREEMENT shall be controlling over any of the terms contained within the CONSULTANT's proposal or similar document. CONSULTANT agrees to perform the following work for the DISTRICT at El Camino College/Compton Community Education Center, or at such other places and times as the DISTRICT may direct, and the SERVICES shall performed at times and places mutually acceptable to DISTRICT and CONSULTANT:

a) CONSULTANT; See **The NROC Project proposal to Syria Purdom, Student Success Coordinator, dated April 17,2020, attached and made part of this contract and agreement.**

b) CONSULTANT shall not have the right to be the exclusive provider of the SERVICES specified herein.

2. If applicable, the CONSULTANT shall provide any required DSA reports, certifications or forms related to the SERVICES provide pursuant to this AGREEMENT.

3. To the extent that any SERVICES required in the Request for Proposal ("RFP") attached hereto as Exhibit "B" are not set forth in this AGREEMENT, CONSULTANT shall provide any services set forth in the RFP or CONSULTANT's response to the RFP not included in this AGREEMENT.

ARTICLE II
CONSULTANT'S REPRESENTATIONS

1. **CONSULTANT'S CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES.** CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT, and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a) CONSULTANT is qualified in all respects to competently provide to the DISTRICT all of the SERVICES contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such SERVICES as are called for hereunder.

b) CONSULTANT, in providing the SERVICES and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and non-discrimination laws.

2. The CONSULTANT will perform its SERVICES hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing and providing similar services in California.

3. CONFLICT OF INTEREST. CONSULTANT warrants that CONSULTANT has no business or financial interests which are in conflict with CONSULTANTS obligations to the DISTRICT under this AGREEMENT and further agrees to disclose any such interest which may be acquired during the term of this AGREEMENT.

ARTICLE III
TERMS AND CONDITIONS

1. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on 10/1/2020 the EFFECTIVE DATE and shall terminate on 9/30/2021 ("Period of Performance"). Consultant shall complete all SERVICES within the Period of Performance.

2. DISTRICT REQUESTOR. The following named employee is designated as the DISTRICT'S Requestor in coordinating the CONSULTANT'S SERVICES with the DISTRICT program(s) and will be responsible for approving CONSULTANT'S invoices for payment.

Syria Purdom, Student Success Coordinator, Guided Pathways Division: Fine Arts, Communication, and Humanities

District's Requestor	Title	Department/Division
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The DISTRICT may, at any time during the term of this AGREEMENT, change the person identified as the "DISTRICT's Requestor" without notice.

3. COMPENSATION TO CONSULTANT.

a) DISTRICT agrees to pay CONSULTANT

1) A flat rate not to exceed ("NTE") five thousand dollars (\$5,000.00); or

- 2) A monthly rate not to exceed ("NTE") _____ dollars (\$_____) per month; or
- 3) An hourly rate not to exceed ("NTE") _____ dollars (\$_____) for _____ hours, on a daily weekly monthly basis; or
- 4) A daily rate not exceed ("NTE") _____ dollars (\$_____) per day.

b) DISTRICT agrees to pay CONSULTANT as set forth in the Schedule of Contract Deliverables as follows:

Arrears for satisfactorily rendered SERVICES will be made thirty (30) days after the receipt of a "correct" and approved invoice signed off by the DISTRICT's Requestor with the dates and hours that the CONSULTANT has provided SERVICES. Invoices shall be in a form acceptable to the DISTRICT, but invoices shall include a breakdown of activities by date, time (*expressed in tenths of hours, if CONSULTANT is compensated on an hourly rate basis*), identification of the individual performing the service, and a description of the service provided during that time period. Three (3) copies of the invoices shall be submitted for payment. All invoices should be mailed to the Account's Payable Department at the address shown below. Payment will be made via First Class U.S. mail addressed per Article VII, Paragraph 2, of this AGREEMENT.

4. EXPENSES. Unless specifically provided to the contrary in writing, CONSULTANT shall assume all expenses, including but not limited to travel expenses, reimbursable expenses, and overhead expenses including, but not limited to, CONSULTANT's own employee expenses, office and clerical expenses, incurred by him/her in connection with the CONSULTANT'S performance under this AGREEMENT.

5. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify in whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or sub-consultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the DISTRICT's schedule requirements.

ARTICLE IV **ADDITIONAL SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT

before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing.

ARTICLE V **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon ten (10) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide, for any reason, to abandon or indefinitely postpone the SERVICES which CONSULTANT is agreeing to provide pursuant to this AGREEMENT. The DISTRICT also reserves the right to cease making use of CONSULTANT's SERVICES with or without cause at any time. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs, shall be deducted from payments owed to the CONSULTANT.

2. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

3. In the event of a termination based upon abandonment, postponement, or notice to cease provision of SERVICES by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all SERVICES performed and all authorized expenses incurred under this AGREEMENT, supported by documentary evidence, and expense reports up until the date of the abandonment or postponement, or notice to cease provision of SERVICES.

4. This AGREEMENT may be terminated without cause by DISTRICT upon ten (10) days written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all SERVICES performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination.

5. In the event of a dispute between the PARTIES as to performance of the SERVICES or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue to diligently perform the SERVICES. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop performing the SERVICES, but CONSULTANT'S sole remedy shall be to submit such controversy to determination by a

court having competent jurisdiction of the dispute, after the SERVICES provided for in this AGREEMENT have been completed, and not before.

6. Without invalidating the AGREEMENT, the DISTRICT may at any time order the CONSULTANT to suspend all or a portion of the SERVICES required under this AGREEMENT. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The PARTIES understand and agree that this Article shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this agreement as an Exhibit shall be void and unenforceable between the PARTIES.

ARTICLE VI

INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a) **Worker Compensation and Employers Liability:** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b) **General Liability:** Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT upon or in connection with the SERVICES performed under this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT. The CONSULTANT, at CONSULTANT's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c) **Professional liability:** Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the

DISTRICT, arising out of, or in any way connected with the SERVICES performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d) The PARTIES understand and agree that Paragraph 1 above shall be the sole indemnity, as defined by California Civil Code § 2772, governing this AGREEMENT. Any other indemnity that may be attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES. Any attempt to limit the CONSULTANT's liability to the DISTRICT in an attached Exhibit shall be void and unenforceable between the PARTIES.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a) The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

~~b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:~~

- ~~1. Owned, non-owned and hired vehicles;~~
- ~~2. Blanket contractual;~~
- ~~3. Broad form property damage;~~
- ~~4. Products/completed operations; and~~
- ~~5. Personal injury.~~

~~e) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim: Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.~~

~~d) Valuable Document Insurance: The CONSULTANT shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the DISTRICT in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured.~~

e) Each policy of insurance required in b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

f) In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such sub-consultant to purchase and maintain insurance coverage for the types of insurance referenced in this Article in amounts which are appropriate with respect to that sub-consultant's part of work which shall in no event be less than \$500,000 per occurrence.

ARTICLE VII **MISCELLANEOUS**

1. FINGERPRINTING REQUIREMENTS. Education Code Section 45125.1 states that if employees of any CONSULTANT providing school site Administrative or similar services may have any contact with any under age pupils (younger than 18 years of age); those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these SERVICES by CONSULTANT, CONSULTANT will not perform SERVICES until all employees providing SERVICES have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

a) DISTRICT has determined that CONSULTANT'S SERVICES (will/ will not) result in contact with under age pupils. If contact will be made CONSULTANT will obtain fingerprinting clearance for all employees before SERVICES can begin and CONSULTANT will provide a list to the DISTRICT of All employees cleared by DOJ who will provide SERVICES under this AGREEMENT. Failure to provide such written certification within sixty (60) days of execution of this AGREEMENT will result in immediate termination of this AGREEMENT.

Syria Purdom
District's Requestor Signature

10/22/20
Date

2. NOTICES. All notices required to be delivered under this AGREEMENT to the other PARTY must be in writing and shall be effective (i) when personally delivered by the other PARTY or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective PARTIES as set forth below or to such other address and to such other persons as the PARTIES may hereafter designate by written notice to the other PARTIES hereto:

TO DISTRICT: COMPTON COMMUNITY COLLEGE DISTRICT Business Services
1111 E. Artesia Boulevard
Compton, CA 90221
Phone: 310-900-1600, ext. 2111
Attention: JoAnn Higdon, Interim VP, Administrative Services

TO CONSULTANT: The NROC Project
P.O. Box 222156
Carmel, CA 93922
Phone: (831) 642-9459
Attention: Nancy Cook

LEGAL STATUS. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited

to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the SERVICES to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

Under the provisions of the Internal Revenue Services and Franchise Tax Board regulations, the DISTRICT is required to obtain the CONSULTANT'S Social Security Number (SSN) or Tax Identification Number (TIN) as appropriate, and to file Information Returns for payment made by the DISTRICT on Form 1099-NEC on a calendar year basis.

The CONSULTANT'S copy of Form 1099-NEC will be mailed to the address shown in Article VII, Paragraph 2, of this AGREEMENT. Accordingly, please check the appropriate status box and provide the tax number.

- | | | | |
|-------------------------------------|--------------------------------|------|------------------|
| <input type="checkbox"/> | Individual Consultant | SSN: | _____ |
| <input type="checkbox"/> | Proprietorship (One Owner) | TIN | 95- _____ |
| <input type="checkbox"/> | Partnership (2 or more Owners) | TIN | 95- _____ |
| <input type="checkbox"/> | Unincorporated Association | TIN | 95 - _____ |
| <input checked="" type="checkbox"/> | Corporation | TIN | 57-1186598 _____ |

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

3. Records of the CONSULTANT's direct personnel hours and expenses pertaining to any additional services provided by the CONSULTANT, which are in addition to those SERVICES already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times for a period from the date of this AGREEMENT through two (2) years after completion of providing all SERVICES.

4. Any reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's sub-consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the

CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure to comply with the requirements in this Article shall be deemed a material breach of this AGREEMENT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

8. Time is of the essence with respect to all provisions of this AGREEMENT.

9. Subject to the restrictions and limitations set forth in this AGREEMENT, all Exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR THE INELIGIBILITY (Federal Executive Order 12549). By executing this contractual instrument, CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 11 subsection 2 above, of this certification;
- 4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

12. EXECUTION REQUIREMENTS. The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

The NROC Project

COMPTON COMMUNITY COLLEGE
DISTRICT

By: 

By: _____

JoAnn Higdon, Interim V.P., Administrative Services

Nancy Cook
Type or Print Name

10/5/20
Date

Date

Date Approved
By Board, if Required _____

ncook@thenrocproject.org

From: Syria Purdom <spurdom@compton.edu>
Sent: Tuesday, October 13, 2020 1:52 PM
To: ncook@thenrocproject.org; 'Dani Pedrotti'
Subject: Re: INPUT NEEDED - Compton docs for signature (for NROC renewal)

Hi Nancy,

Our VP of Administrative Services, Stephen Kibui, has confirmed that your insurance meets our district standards. Please forward me all documents with the required fields/signatures as soon as possible.

Thanks,

Syria Purdom (she/her/hers)
Student Success Center Coordinator
Compton College | Library-Student Success Center
e: spurdom@compton.edu p: 310-900-1600, ext. 2534 w: www.compton.edu



"Logic will get you from A to B. Imagination will take you everywhere."

~Albert Einstein

The mission of the Library-Student Success Center (L-SSC) is to maintain a welcoming and supportive atmosphere where all students at Compton College can become aware of and achieve their specific academic goals. Student's commitment to lifelong learning is cultivated through diverse and active learning experiences and collaboration with peers, tutors, staff, and faculty. The L-SSC provides resources and services that foster and promote both intellectual development and independent learning.

From: ncook@thenrocproject.org <ncook@thenrocproject.org>
Sent: Tuesday, October 6, 2020 4:34 PM
To: 'Dani Pedrotti' <dpedrotti@nroc.org>; Syria Purdom <spurdom@compton.edu>
Subject: RE: INPUT NEEDED - Compton docs for signature (for NROC renewal)

Hi Syria, sorry to be so long in responding. I was waiting to hear from the insurance company. The issue I have is with the way the insurance section is written. I struck some of the language in that section and attached the insurance we actually carry. We cannot purchase additional insurance so I am hoping the insurance we have is acceptable. Can you please let me know.

Thanks
Nancy

From: Dani Pedrotti <dpedrotti@nroc.org>
Sent: Monday, October 5, 2020 11:38 AM
To: Syria Purdom <spurdom@compton.edu>
Cc: Nancy Cook <ncook@thenrocproject.org>
Subject: Re: INPUT NEEDED - Compton docs for signature (for NROC renewal)

Thank you Syria. Copying Nancy here. There was some information she needed to research based on some requirements language introduced by these documents that had not been at issue earlier. We are doing our best.

All the best,

Dani Pedrotti
Director of Membership Development
The NROC Project | dpedrotti@NROC.org
cell: 253-732-4788
[Schedule a call with me.](#)
[Facebook](#) / [LinkedIn](#) / [Twitter](#) / [Vimeo](#)

The NROC Project is a nonprofit organization collaborating with secondary, postsecondary, and adult education leaders to develop digital courses and web-based tools that improve student readiness, persistence, and success.

On Mon, Oct 5, 2020 at 11:32 AM Syria Purdom <spurdom@compton.edu> wrote:

Hi Dani,

I hope all is well. Just a quick heads up. I need the contract renewal documents back by 10/9/20 in order to meet our business office receipt deadline for the next board of trustees meeting. All contracts must be board approved before a payment can be issued. The next board meeting is on November 17, 2020.

Thanks,

Syria Purdom (she/her/hers)
Student Success Center Coordinator
Compton College | Library-Student Success Center
e: spurdom@compton.edu p: 310-900-1600, ext. 2534 w: www.compton.edu



EXHIBIT "A"
CONSULTANT'S PROPOSAL

QUOTE



The NROC Project

P.O. Box 222156
Carmel, CA 93922
Phone (831) 642-9459
Fax (866) 591-1431

FEIN: 57-1186598

This quote prepared for:
COMPTON COLLEGE

QUOTE #: 1121
Prepared on 10/13/2020
Valid through 10/30/2020

Attn: Syria Purdom

Compton College
1111 East Artesia Blvd
Compton, CA 90221

Phone: (310) 900-1600

Standard Membership - \$ 5,000.00

Description: Standard membership includes a custom EdReady website and access to all NROC Assets including the right to link to all NROC Assets through a customized HippoCampus website during the term of the agreement. See full terms of membership in the attached terms of use.

Term: 12-month membership -- 10/1/2020 through 9/30/2021.

Service Area: Enrolled students, faculty and staff of Compton College.

Payment of the membership invoice constitutes acceptance of the attached membership agreement and terms of use.

***NROC Membership fee is based on 7-12 enrollment for secondary providers, annualized FTE for higher education institutions, and/or enrolled students with 12 or more instructional contact hours for adult education agencies, unless otherwise indicated in Service Area or Special Terms noted above.**

Total	\$5,000.00
11/15/2020	Scheduled Payments \$5,000

DEFINITION OF TERMS — THE NROC PROJECT - STANDARD MEMBERSHIP

The following descriptions define the terms used on NROC quotes, invoices, contracts and terms of use for Standard NROC Network Members.

NROC ASSETS:

NROC LIBRARY: The NROC Library contains two types of collections:

The *NROC Permanent Collection* refers to all content that is copyrighted to The NROC Project (NROC), content that has been contributed for NROC distribution under a permanent license, and content made available under an "open license" (i.e. Creative Commons, GNU General Public License). Access to this content shall be available to member for the membership term defined in their agreement.

The *NROC Contributed Collection* refers to all content made available under a Content Distribution Agreement with the copyright owner for a defined period of time. Access to this content shall be available to member for the period defined in the Content Distribution Agreement, which may vary by course. Access to this content cannot be guaranteed past the end date of the Content Distribution Agreement. More information can be found at <http://nrocnetwork.org/membership/agreement>.

All NROC Assets are hosted by NROC. Members have the right to link to this content either through an installation file provided by NROC or through direct links. These assets are not available for member hosting.

EDREADY: An NROC-hosted application to assess student knowledge and provide access to educational resources.

HIPPOCAMPUS: An NROC-hosted content repository containing resources from the NROC Library.

INSTITUTIONAL RIGHTS OF USE:

Institutional use is defined as incorporation of NROC Asset links or content into institutionally-managed software applications, or incorporation of the links or content into shared course or curricula serving multiple sections/teachers.

STANDARD MEMBERSHIP:

Standard Members are provided with institutional rights of use to the NROC Assets and support resources, including but not limited to:

- the right to deliver the NROC Library via multiple modes (Internet, Intranet, DVD, MP3, MP4, etc.) via NROC Asset links and the right to host select NROC resources locally on centrally-managed applications per the terms of the Membership Agreement
- a branded, customized instance of the HippoCampus.org repository with correlations to state and national curriculum standards
- a branded, customized instance of the EdReady application
- staff and faculty access to the NROC Network for professional development resources and webinars, access to conference presentations and white papers, forums for networking, problem solving, resource sharing, and content development assistance
- access to Standard-level member support (web, email) for designated implementation team
- access to implementation resources at the NROC Network

HOSTING OPTIONS FOR STANDARD MEMBERS:

NROC Hosting:

Due to technical necessity, NROC course assets are hosted on NROC servers. Members have the right to link to this content through an installation file provided by NROC or through direct links.

NROC membership includes a branded instance of the HippoCampus.org content repository and the EdReady application. These websites are hosted on NROC servers and maintained by NROC. All constituents of the member's organization may access the custom instance of these websites (i.e. Member's teachers, students, and staff). Custom member versions of these websites allow for institutional use which is not allowed from the public versions of these websites. In addition, NROC Library content may be viewed directly at the custom HippoCampus site or linked to via URL from the Member's local learning management system (LMS) or learning object repository (LOR). Please Note: *Content available at the HippoCampus website may only be linked from HippoCampus and is not available for local hosting as part of the NROC membership agreement.*

Member Hosting:

Member hosting allows Members to host select resources (supporting course content including student and instructor guides, assessments, training modules, etc.) from centrally-managed application(s) such as a learning management system (LMS) or learning object repository (LOR) or other website(s). All centrally-managed applications must be managed by the Member's central staff.

ACCESS AND ENROLLMENT:

Membership fees are determined by the size of the organization served, based on secondary school enrollments or student FTEs for higher education institutions. Any enrollment restrictions shall be defined on the attached invoice.

Updated 9/30/19

NROC NETWORK STANDARD MEMBERSHIP AGREEMENT

Grant of Rights. The NROC Project (the Organization) hereby grants to Member the right to become a Standard Member of the “NROC Network” with benefits that include, but are not limited to:

- Access to a collaborative network of contributors, NROC users and other educators focused on improving educational opportunities.
- HippoCampus object repository site branded with Member’s logo, and hosted and maintained by Organization. Member shall have the right to link to this website through their LMS/LOR software during the term of this Agreement. (Content available at the HippoCampus website from collections other than the NROC Library may be available under different terms of use. Please see terms of use at the website.)
- Custom, branded EdReady instance for use by Member’s constituents.
- Unlimited access to the NROC Library with distribution rights to enrolled students and staff within Member’s institution via NROC Asset links, and the right to host select NROC resources locally. Limitations on installation and use rights of the NROC Library shall be as defined on Member invoice incorporated herein by reference.
- Priority status as reviewers and subject matter experts (SMEs) in NROC course development efforts.
- Standard member support including unlimited email and web access to the NROC Network support website.
- Access to secure implementation resources at the NROC Network for designated staff.
- Staff and faculty access to professional development and training opportunities available through the NROC Network.

Access to the public NROC Network support website and NROC Community is open to all faculty and staff at the Member’s institution. Designated individuals are granted secure access to the NROC Network for technical support and administrative purposes.

Member Responsibilities. While membership in the NROC Network does not require that a Member actively participate, all members are encouraged to participate and sustain the Network in the following ways which include, but are not limited to:

- Contributing new course content and technology innovations to NROC
- Sharing supplemental content, software tools, simulations and games with Network members
- Designing, moderating and participating in online forums around specific issues on the NROC Community website
- Sharing and documenting development and teaching experiences with peers
- Acting as workgroup leaders on collaborative projects with other members
- Conducting online presentations in areas of expertise and member interest
- Contributing columns or articles to the Network and NROC Community
- Co-presenting related research at conferences with other Network members
- Using Network activities to support teaching and learning research projects

Fees and Payments. Member shall pay the Organization a fee as defined on attached invoice for the membership rights granted by this Agreement during the term of this Agreement. Payment of the NROC Network membership fee constitutes acceptance of the terms of this Agreement, including the Terms of Use for NROC Assets which terms are hereby incorporated herein by reference.

Term and Termination. The term of this Member Agreement shall commence on the date payment is received by Organization or as defined on the attached invoice and shall continue in effect for the term specified on the attached invoice. The Organization or Member may terminate this Agreement early in the event that the other party defaults in the performance of any of its obligations hereunder and fails to cure such default within thirty (30) days after written notice of such default. Member accepts the responsibility for ensuring the NROC Assets, including all course multimedia files, links, and course content, as well as all revised/adapted content, is removed from Member’s or Member’s Service Provider LMS and/or LOR environment or servers at the expiration or termination of this Agreement. Should Member decide not to renew their Agreement, all NROC Assets must be removed from Member’s server(s) within 10 days of the expiration of this Agreement, including links to NROC Assets within LMS and/or LOR software.

Course Information, Technical Support, and System Requirements. Current information about the courses available in the NROC Library, technical support, and system requirements are available at our website (<http://nrocnetwork.org/membership/agreement>). It is the member’s responsibility to familiarize themselves with this information before entering into this agreement. (Copies available upon request.)

General. Any notice, request, instruction or other document to be given hereunder by any party to the other shall be in writing and delivered personally or sent by certified mail, postage prepaid by telecopy, or by courier service, to the address provided at the end of this agreement and to the address provided on the attached invoice or to such persons as may be designated in writing by the parties, by a notice given as aforesaid. This Agreement, including Exhibits, constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties. This Agreement may be executed in counterparts, and when so executed each counterpart shall be deemed to be an original and said counterparts together shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party may assign or transfer any rights under this Agreement except in connection with a sale or merger transaction involving substantially all of a party’s assets. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of domicile of the Member as applied to contracts entered into solely between residents of, and to be performed entirely in, such state.

Limitation of Liability and Remedies. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), AND IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY HAVE ANY RIGHT TO RECOVER OR OBTAIN ANY RIGHTS IN OR TO THE INTELLECTUAL PROPERTY OF THE OTHER.

Organization Contact Information:

The NROC Project, PO Box 222156, Carmel, CA 93922, (831) 642-9459

TERMS OF USE FOR NROC ASSETS

NROC Library Grant of Rights. The NROC Project (the Organization) hereby grants to Member the nonexclusive right and license to make available the NROC Library materials and to distribute the NROC Library to Member's enrolled students subject to the following restrictions: (a) NROC Library Distribution. Member shall make the NROC Library available for access only by its students, faculty and staff through its own LMS/LOR environment or a LMS/LOR environment provided by third party, through closed circuit broadcast, or through other secure distribution channels. The NROC Library may not be accessed through, linked to or posted on third party websites without the prior written consent of the Organization. No other means of access to the NROC Library may be made available without the prior written consent of the Organization. (b) Third Party Access and Distribution. Providing access or distribution of the NROC Library to third parties for use or re-distribution is strictly prohibited without the prior written consent of Organization. (c) Content Revision. Member may utilize the NROC Library in their present form and/or revise or adapt the course content to meet Member requirements, provided that Member may make structural or organizational changes to a course but may not alter the course multimedia files. In the event that the Member desires to revise and/or adapt the course content multimedia files in any way, Member agrees to notify the Organization in writing of the desired revisions and obtain the Organization's prior written consent to such revisions, such consent not to be unreasonably withheld. Any revisions done by Member must be performed with Organization consent and shall be performed at Member's sole cost and expense. Member shall deliver to Organization a copy of all revisions to the NROC Library multimedia files developed by Member. Organization shall not be responsible for supporting content modified by Member. (d) Rights Reserved to Organization. Except as expressly authorized in this Agreement, this grant of rights to Member does not include the right to allow downloads, sell, transfer, license or distribute the NROC Library in any other format, context, manner or means or for any other purpose not specifically authorized in this Agreement without the Organization's prior written consent. All rights not expressly granted to Member in this Agreement are reserved to Organization.

EdReady Grant of Rights: The NROC Project (the Organization) hereby grants to Member the non-exclusive right and license to make available the EdReady application to Member's enrolled students subject to the following restrictions: (a) Member agrees that they will access, store, and utilize all student data within the application according to institutional regulations and legal obligations. (b) Organization agrees to store these data on Member's behalf as long as the account remains active. (c) All data generated by the application shall be the property of the Organization but the Organization shall grant the Member the right to use the data for analytical purposes only. (d) Any alterations to the EdReady interface or underlying technologies (including technical integration with third-party applications) performed by Organization on Member's behalf within the scope of a Standard Membership Agreement cannot be guaranteed to either function or persist beyond the date of implementation and are subject to modification or removal at Organization's discretion at any time after consultation with Member.

Privacy. Organization believes that Member privacy rights are important. The complete NROC Privacy Policy can be found at <http://nrocnetwork.org/about/privacy-policy> and is incorporated herein by reference.

NROC Asset Changes. Organization reserves the right to change, alter, revise, discontinue or add content to the NROC Assets at any time during the term of the Standard Membership.

NROC Asset Disclaimer. Member agrees that use of the NROC Assets is at Member's sole risk. Except for the express warranties set forth in the Warranty section of the Agreement, the NROC Assets are provided "AS IS" and "WITH ALL FAULTS" and without implied or express warranties or representations of any kind such as but not limited to uninterrupted use, accuracy, usefulness, fitness for the intended purpose, free of errors, or free of viruses or harmful components.

Intellectual Property. All ownership, copyrights, trademarks and other rights in the NROC Assets ("Intellectual Property") shall belong to the Organization or its licensors and title to the Intellectual Property shall remain with the Organization or its licensors. All updates, revisions and derivatives to the NROC Library developed by the parties shall belong to the Organization or its licensors. Member may incorporate the NROC Library into Member branded courses but shall include attribution prominently displayed in the form of:

"Portions of the content made available through TheNROCProject.org."

Member shall not in any way alter or remove copyright information from any NROC Asset. Member shall maintain such notices in its sales and marketing materials and communications that incorporate any portion of the NROC Assets or any reference to the NROC Assets. If Member's use of the Intellectual Property is improper, Member will take all reasonable steps necessary to resolve such improper use within ten (10) days of receiving written notice from the Organization. The Organization may reasonably monitor the quality of Member's products and services utilizing the Intellectual Property under this Agreement.

Each party shall defend and indemnify the other, its directors, officers, employees, agents and representatives from any liability and expense (including reasonable attorneys' fees) imposed upon the indemnified party as a result of any claim arising out of the acts or omissions of, or breach of any representation or warranty hereunder by, the indemnitor under this Agreement and including all costs, expenses and damages incurred or suffered by the indemnified party in connection therewith; provided that the party seeking indemnification shall promptly notify the other of any such claim, and permit such other party to control the defense or resolution thereof, and the party seeking indemnification shall fully cooperate with the other in connection therewith. In the event that the NROC Asset or any portion thereof is held in such a suit or proceeding to infringe a third-party copyright or other proprietary right, Organization shall, at its sole option and expense (1) procure the right to continue using the NROC Asset or portion thereof or (2) replace the same with non-infringing content.

All copyrighted content developed by the Member or the Member's employees, that is not a derivative of the NROC Assets, will be retained by the Member and will not be included in the Organization's courses without express written consent of the Member.

Dispute Resolution Procedure. The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in the state of domicile of the Member, subject to the arbitration Rules of the American Arbitration Association. The arbitration shall be before a single arbitrator if the parties can agree on a single arbitrator, and if they cannot agree, then the arbitration shall be before a panel of three arbitrators mutually selected by the parties or, if no agreement is reached, then under the Arbitration Rules of the American Arbitration Association, except that the Arbitrators shall be selected by alternately striking names from the panel of five arbitrators designated by the American Arbitration Association. The arbitrator shall have the authority to grant any relief authorized by law. The arbitrator shall not have the authority to modify, change or refuse to enforce the terms of this Agreement. The prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in connection with the dispute and arbitration. The arbitration hearing shall be transcribed. Arbitration shall be the exclusive final remedy for any dispute between the parties.

Warranty. The Organization warrants that it owns and/or has all the necessary rights to license the NROC Assets to Member in accordance with this Agreement; that it will not assume any contractual obligation that conflicts with its obligations granted in this Agreement; and that there are no claims pending or, to the best of the Organization's knowledge, threatened that relate to the NROC Assets. Except for the foregoing, Member agrees that the NROC Assets are delivered "AS IS" without any express or implied warranties, including warranties of merchantability or fitness for a particular purpose. Member acknowledges that Organization does not own or control all content available at our websites and therefore cannot warrant or guarantee that any product, service, or materials offered on our websites will be suitable for Member or Member's enrolled students. Members access and use our websites entirely at their own risk. Member acknowledges and agrees that under no circumstances will Organization be responsible or liable in any way for any claims, losses, damages, or injuries of any kind incurred by Member as a result of Member's use of or reliance upon any product, service or materials offered on our websites. The maximum liability of the Organization arising out of or in connection with any license, use or other employment of any of the NROC Assets delivered to Member under this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Organization by Member for the NROC Asset whose license, use, or other employment gives rise to the liability.

AGREEMENT PROCESSING LOG

NAME: **The NROC Project**

STATUS OF AGREEMENT
MARK X IF INFORMATION HAS BEEN
COMPLETED.

- WILL OR WILL NOT WORK WITH UNDER AGE PUPILS.
- PHONE NUMBER OR ADDRESS
- CONFIRM TAX STATUS/CHECK SS# (CHECK BOX)
- CONSULTANT SIGNATURE AND/OR CCCD SIGNATURES
- OTHER: _____
- EXHIBIT A – SCOPE OF WORK & RESUME
- EXHIBIT B -
- AFFIRMATIVE ACTION STATUS CODE FORM
- W-9 FORM
- 1099

COMPTON COMMUNITY COLLEGE DISTRICT
1111 East Artesia Boulevard
Compton, CA 90221

AFFIRMATIVE ACTION STATUS CODE FORM

Date 9/24/20

Firm The NROC Project

Representative/Contact Nancy Cook

Address: P.O. Box 222156

City: Carmel State: CA Zip: 93922

Telephone: (831) 642-9459 FAX (866) 591-1431

In order to comply with legal requirements, which became effective January 1, 1991, Compton Community College District is gathering and updating the affirmative action status of vendors with whom the District is currently doing business or of vendors who have expressed an interest in doing business with the District. Please check your Company's appropriate code and return the form to the El Camino College Purchasing Office as directed below. Your designation will have no affect on the successful bidder selection.

Check One **AFFIRMATIVE ACTION STATUS CODE**

- Minority owned/Disadvantaged business [1]
- Woman-owned business [2]
- Small business concern [3]
- Other: _____[4]
- Large enterprise [5]
- Disabled Veteran enterprise [8]

Please return the completed form with your sealed bid. A breakdown of affirmative action status codes will be expected only for successful bidder's subcontractors either by percentage of work or actual dollar amount bid.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The NROC Project	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ 501(c)3 not-for-profit corporation	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 222156	Requester's name and address (optional)
6 City, state, and ZIP code Carmel, CA 93922-2156	
7 List account number(s) here (optional)	

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
5	7		-	1	1	8	6	5	9	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>10/13/20</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.