VENDOR AGREEMENT (INSTITUTIONAL FUNDS)

This Vendor Agreement (hereinafter the "Agreement") is made and entered into by and between MOREHOUSE COLLEGE (hereinafter the “College” or "MOREHOUSE") and the Individual/Company named herein below (hereinafter the “Vendor”), agree to the terms set forth below (MOREHOUSE and the Vendor may hereinafter be collectively referred to as "the Parties"): 

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<tr>
<th>INDIVIDUAL/COMPANY NAME:</th>
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<tr>
<td>CONTACT PERSON (IF COMPANY):</td>
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<tr>
<td>ADDRESS:</td>
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<td>PHONE:</td>
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<td>WEBSITE</td>
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WITNESSETH:

WHEREAS, subject to the terms and conditions hereof, Vendor and the College desire to enter into a Vendor Agreement pursuant to which Vendor will provide specified products or services to the the College on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

Section 1. Retention of Services.

(a) General. The College hereby retains Vendor to provide the products and/or services identified in Section 1(b) below to the College, as an independent contractor, subject to the terms and conditions of this Agreement.

(b) Vendor Services. In exchange for the payments set forth in Section 3 hereof, Vendor shall provide to the College only the products or services that shall be mutually agreed to by Vendor and MOREHOUSE, including:

1. [list services or refer to Schedule A, and attach a separate document titled "Schedule A"].

Section 2. Term. The relationship between Vendor and the College under this Agreement shall commence on the date this Agreement is executed by both Parties hereto and shall remain in force until the products and/or services are fully delivered by the Vendor.

Section 3. Payments. The College agrees to pay Vendor $ [insert amount, including if based on a per month/per quarter basis], with payment being due and payable within forty-five days (45) of receipt by the College of a detailed and accurate invoice.

Section 4. Termination.

The vendor relationship between the College and Consultant under this Agreement may be terminated or cancelled by either party at least sixty (60) days before the scheduled or anticipated date of delivery of the products and/or services.
Section 5. General Terms and Conditions

The General Terms and Conditions that apply to all MOREHOUSE agreements, contracts and other written instruments for the provisions of services by independent contractors are hereby expressly incorporated and adopted into the terms of this Agreement. The most up-to-date version of the General Terms and Conditions is available, upon request, from the Office of General Counsel, and is also available at www.morehouse.edu on the General Counsel’s webpage. Consultant is deemed to have received notice of the General Terms and Conditions, and expressly acknowledges the acceptance of said General Terms and Conditions, or any subsequent modifications or amendments.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date first above written.

__________________________
Vendor: ______________________
Title: _________________________

___________________________________
Date

___________________________________
Dr. Alan F. Robertson
VP Business & Finance/CFO

___________________________________
Date