

WORCESTER POLYTECHNIC INSTITUTE
CORPORATE PROFESSIONAL SERVICES AGREEMENT

(To be used for professional services provided by a company totaling more than \$2,000)

AGREEMENT made and entered into this ____ day of _____, ____ by _____ and _____ between Worcester Polytechnic Institute (hereinafter referred to as University), a not-for-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts and located in Worcester, MA, on behalf of its _____ Department (hereinafter referred to as Department) and _____ of _____ (hereinafter referred to as Contractor).

WITNESSETH

WHEREAS, Department is desirous of obtaining the professional services of Contractor to perform services as specified herein; and

WHEREAS, Contractor represents that it is an organization in the business of providing such services and is desirous of providing said services to the Department under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained and the sums of money hereinafter agreed to be paid, the parties agree, as follows:

1. SCOPE OF DUTIES. University does hereby retain and engage Contractor in its professional capacity to perform the following services (additional pages may be attached, if necessary):

Contractor shall perform such other duties as are customarily performed by one providing such services in other, same, or similar businesses, and shall also render such other services and duties as may be required of Contractor from time to time. Contractor does hereby accept and agree to such engagement.

2. HOURS OF WORK. In the performance of the services described herein, University will rely upon Contractor to devote such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement. However, depending upon the needs of the Department, Contractor may be required from time to time to work a different schedule or devote additional time to the project. Such duties shall be rendered at such place(s) as the Department shall in good faith require.

3. WORK PRODUCT. All work product, whether intellectual or real property, including, but not limited to documents, charts, drawings, reports, manuscripts, and inventions, developed or prepared for the University by Contractor or its employees under the terms of this Agreement shall belong exclusively to University and shall be deemed to be works made for hire. University shall be the sole owner of all copyright and other proprietary rights, both tangible and intangible, title, and interest therein. To the extent that any of such deliverable items may not, by operation of law, be works made for hire, Contractor hereby assigns to University the ownership of rights including, but not limited to, copyrights, registrations and similar protections which may be available. Contractor agrees to give University or its designees all assistance reasonably required to perfect such rights.

Nothing in the foregoing shall be construed so as to prohibit Contractor from using like or similar materials in the performance of agreements with other parties. Contractor retains all rights including, but not limited to, copyrights, patents, trademarks, or other proprietary rights, both tangible and intangible, to materials previously owned or used in the development of the work product.

4. WORK STANDARDS. In the performance of services herein contemplated, Contractor is an independent contractor with the authority to control and direct the manner and means of performing its responsibilities hereunder, University and Department being interested only in the results obtained.

However, the work contemplated herein must meet the approval of the Department and shall be subject to the Department's general right of supervision to secure satisfactory completion thereof.

Contractor and its employees shall perform all services required under this Agreement in compliance with all applicable federal, state or local rules, and/or regulations and policies established by University and Department. Contractor shall perform services in accordance with generally accepted professional standards and procedures for persons in the same or similar businesses.

5. **BEST EFFORTS.** Contractor shall ensure that employees performing services under this Agreement and pursuant to the express and implicit terms hereof, do so to the best of their abilities, experience, and talents to the reasonable satisfaction of Department. Contractor shall inform Department of any deviation from the scope of work or any cause which renders Contractor unable to perform the work as agreed.

6. **PERIOD OF PERFORMANCE.** The term of this Agreement shall commence on _____ and terminate on _____, subject, however, to prior termination as hereinafter provided.

7. **COMPENSATION.** In consideration of the performance of the terms of this Agreement, University shall pay Contractor, and Contractor shall accept from University, in full payment for Contractor's services hereunder, a total amount not to exceed _____ Dollars (\$_____.____), such amount to include _____ Dollars (\$_____.____) for services, payable at a rate of _____ Dollars (\$_____.____) per _____ and an amount not to exceed _____ Dollars (\$_____.____) for reimbursement of reasonable related expenses incurred in connection with the performance of this Agreement, as determined by Department. Said amount shall be paid from Department's fund no. _____ and org. no. _____. Payment shall be made, as follows:

Contractor shall be paid only for those services (and related expenses) which have been rendered upon receipt of detailed invoices, to be submitted no more often than monthly to _____. Payments shall be prorated for any period that Contractor has not worked in accordance with the terms of this Agreement. Final payment is contingent upon all services having been performed and approved by Department.

Contractor agrees that the above amount is sufficient compensation to cover the costs of all of Contractor's expenses and fees relative to performance of services to be rendered hereunder. In the event Contractor incurs expenses exceeding the total compensation as stated herein, University, at its option and at its sole discretion, may reimburse Contractor for any and or all of such expenses, upon submission of an additional invoice for the same by Contractor.

8. **TERMINATION.** Contractor agrees that, in the event of any violation by Contractor of any of the terms of this Agreement, or the inability or failure of Contractor, in the Department's opinion, to provide the services contracted for hereunder, University may then terminate this Agreement immediately and without notice. If University acts to terminate this Agreement, Contractor shall be entitled only to compensation for work completed or otherwise performed and approved by Department, pro rated from the time Contractor commenced services through the date of termination, and University shall be relieved of any further obligations or liabilities to Contractor, financial or otherwise.

Upon expiration or earlier termination of this Agreement, Contractor shall surrender to University in good condition any record or records pertaining to University's business and all other items that are the property of University.

9. **REPRESENTATIONS AND INDEMNIFICATION.** In the performance of this Agreement, Contractor represents that it is a for-profit organization offering the services described herein to the general public. Contractor's employees are not agents or employees of the Department or University for any purpose and are not entitled to the benefits provided by University to its employees, including, but not limited to, fringe benefits, health, workers' compensation, and unemployment insurance and pension plans or any other remuneration. Contractor shall assume full responsibility and liability for making and/or

paying any and all federal, state, and/or local taxes, assessments, social security benefits and/or other deductions, as required by law on behalf of itself and its employees.

Contractor certifies that this Agreement will not violate the terms of any agreement with, or any obligation to, another institution or employer. Contractor may not contract with others to perform the same or similar services where such participation would interfere with the performance by Contractor of its duties under this Agreement.

Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Contractor further hereby exonerates, indemnifies and holds harmless University, its trustees, officers, employees, and agents, for all liability, losses, damages or expenses from any and all fines, suits, claims, and demands, including reasonable attorneys fees, arising from any actions of any kind or nature resulting from any acts, errors or omissions of Contractor as a result of performing services to be rendered hereunder, provided, however, that such indemnification shall not apply to any fines, suits, claims, and demands resulting from the sole negligence of Department or University.

10. NOTICE. All notices, requests, and consents required to be made or given hereunder shall be provided in writing by registered mail (return receipt requested) and addressed to:

Department/University: _____

Contractor: _____

11. GENERAL TERMS. The failure of Department at any time to require performance by Contractor or its employees of any provision expressed herein shall in no way affect University's right thereafter to enforce such provision on behalf of Department; nor shall the waiver by Department and/or University of any breach of any provision expressed herein be taken as or held to be a waiver of any succeeding breach of any such provision or as a waiver of a provision itself.

Neither Contractor nor its employees shall have the right to make any contracts or legally binding commitments for or on behalf of Department or University. This Agreement may not be assigned or otherwise transferred without the express prior written consent of University.

The captions or heading of the paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument.

This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction(s) contemplated herein and all prior agreements, understandings, representations, and statements, whether oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be modified or amended unless in an instrument signed by a duly authorized representative of both Contractor and University.

The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts and the parties consent to the jurisdiction and venue of the state and federal courts of the Commonwealth of Massachusetts.

This Agreement shall not be valid unless and until signed by an authorized representative of University, in which event the Agreement shall be deemed effective as of the date signed.

IN WITNESS WHEREOF, University and Contractor, through their duly authorized representatives, have hereunto executed this Agreement in duplicate, as provided below.

WORCESTER POLYTECHNIC INSTITUTE

CONTRACTOR

By: _____

Printed Name:

Title:

Date: _____

By: _____

Printed Name:

Title:

TIN No.:

Date: _____

Department Acknowledgment:

By: _____

Printed Name:

Title:

Date: