



Independent Contractor Services Contract

This Agreement dated effective _____ is made and entered into by and among Trustees of Clark University (the "University"), an organization incorporated in the state of Massachusetts, with an office and place of business located in the City of Worcester, State of Massachusetts, and _____, an independent contractor with a principal place of business in the city of _ (the "Contractor").

Scope of Work:

Contractor agrees to provide services and deliverables as outlined in the scope of services below (include description of services to be performed and deliverables due):

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Independent Contractor Conditions:

Contractor is an independent Contractor and is not an employee of the University. The manner in which Contractor's services are rendered shall be within Contractor's sole control and discretion. Contractor is not authorized to speak for, represent, or obligate the University in any manner without the prior express written authorization from an officer of the University. Any work product generated in conjunction with services performed under this contract is the sole property of Clark University

Contractor shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Contractor's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the University on behalf of Contractor or his/her employees. Contractor understands that he/she is responsible to pay, according to law, Contractor's taxes and Contractor shall, when requested by the University, properly document to the University that any and all federal and state taxes have been paid.

Contractor and Contractor's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the University. No workers' compensation insurance shall be obtained by the University covering Contractor or Contractor's employees.

If specifically requested by University in writing, prior to providing any services on campus or at any location where students are present, Contractor shall provide proof of a background clearance satisfactory to the University that is less than twelve (12) months old unless this provision is specifically waived by the parties in writing. The standards for the background clearance must comply those set forth in the Clark University policy for Background Checks for University Employees and must be completed prior to the commencement of services.

Contractor shall keep accurate records of account for all Work performed hereunder, and shall provide copies of it (except of that Work for which a fixed price has been quoted) to the University as required by the University. The University shall have the right, at all reasonable, times during regular business hours, to inspect and audit such records. Contractor shall preserve such records for 36 months after termination/cancellation/completion of this Contract.

Contractor and University intend this to be a contract for services and each considers the products and results of the services to be rendered by Contractor hereunder (the "Work") to be a work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of University. If for any reason the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign, and transfer to University, its successors and assigns, the entire right, title and interest in and to the copyright in the Work.

Contractor warrants that all professional services performed under the Agreement shall be provided in a professional and workmanlike manner. Contractor further warrants that all documentation and deliverables, and all work-in-process, works of authorship, inventions, techniques, concepts, know-how, ideas, and other intellectual property created, developed, conceived or reduced to practice by Contractor hereunder, either solely or jointly with others (collectively, Intellectual Property) does not and shall not infringe upon any patent, trademark, copyright trade secret or other proprietary right of any third party. The University shall notify Contractor if and in what respect the University determines that any of the said Warranties have not been met. Contractor, at its sole expense, shall promptly provide the professional services required to meet the Warranties.

Contractor shall indemnify and hold the University, its directors, officers, employees, and representatives harmless from all claims, suits, demands, liabilities, causes of action, damages or costs arising from the wrongful or negligent acts or omissions of Contractor in the performance of this Contract. Contractor agrees that all Work performed under this Contract shall conform with all applicable federal, state and local laws, regulations and executive orders, and all amendments thereto, unless specifically exempt.

If Contractor should fail to perform the Work, or any part thereof, with the diligence necessary to insure its progress and completion as prescribed by the time schedule and shall fail to take such steps to remedy such default within five (5) days after written notice thereof from the University as the University shall direct, then the University, without prejudice to any of the other rights or remedies expressly provided for herein, may terminate this Contract, or any part hereof, by written notice to Contractor and shall have the right thereafter to take possession of all materials, equipment and the like. In such cases of termination,

the University shall be relieved of all further obligations hereunder and Contractor shall be liable to the University for all costs incurred by the University in completing such Work in excess of the total compensation herein defined. In all other circumstances, should Contractor or University desire to terminate this Contract before the end date stipulated, it must provide the other party with at least 30 days written notice. If University exercises its right to terminate the Contract, University is only obligated to pay Contractor for all services rendered and reasonable expenses incurred up to the date of termination.

If, because of force majeure, either party hereto is unable to carry out any of its obligations under this Contract, and if such party promptly gives to the other party hereto written notice of such force majeure, then the obligations of the party giving such notice shall be suspended to the extent made necessary by such force majeure and during its continuance, provided that the party giving such notice shall use its best efforts to remedy such force majeure insofar as possible with all reasonable dispatch. The term "force majeure" as used herein shall mean any causes beyond the control of the party affected thereby, such as, but not limited to, acts of God, acts of public enemy, insurrections, riots, strikes, lockouts, labor disputes, fires, explosions, floods, breakdowns or damage to plants, equipment or facilities, pandemic, embargoes, orders or acts of civil or military authority, or other causes of a similar nature. Upon the cessation of the force majeure event, the party that had given original notice shall again promptly give notice to the other party of such cessation.

It is recognized by the parties to this Agreement that the performance of services under this Agreement may provide or require access to confidential information of the University and necessitate contact with others engaged in confidential work for the University. Contractor agrees that during the period of performance of services pursuant to this Agreement, and for a period of five (5) years thereafter, Contractor agrees to keep secret and treat confidentially all confidential information of the University, including, but not limited to, all confidential information pertaining to member institutions, student records, financial records, students' or students' family financial records, fund raising activities and any other confidential information compiled or maintained internally by the University concerning the operation of the University. Contractor shall use at least the same degree of care to protect confidential information received hereunder as it does to protect and safeguard its own confidential information of a like nature, but in any event no less than a reasonable degree of care. Upon termination of performance of services pursuant to this Agreement, Contractor agrees to promptly return to the University any and all documents made or obtained by Contractor or its employees in the course of performance of services pertaining to or containing any of the confidential information referred to above, and not to make any written record of the information nor disclose such information to others nor make use of the information.

No amendment, modification or supplement to this Contract shall be binding unless it is in writing, signed by both parties' authorized representatives. All notices under this Contract shall be in writing and addressed to the University or Contractor as the case may be and directed to the individuals specified in this Contract. Neither this Contract nor any claim against the University arising directly or indirectly out of or in connection with this Contract shall be assignable by Contractor without the University's consent in writing. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and permitted assigns.

The parties agree that this Contract together with the Scope of Work sets forth their entire agreement and there are no promises or understandings other than those stated herein. If the Contractor submitted a proposal/ agreement that is accepted by the parties, it is expressly understood that if there are any

conflicts in the terms/provisions between the agreements, the terms/provisions of the University agreement prevails.

The laws of the Commonwealth of Massachusetts, without regard to any choice of law provisions, shall be applied to any dispute arising under this Agreement. The Courts of the Commonwealth of Massachusetts, state and federal, shall have exclusive jurisdiction over any dispute arising under this Agreement and the parties do hereby agree, and do submit, to such jurisdiction.

Project Start and End Date:

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Total Amount to be Paid:

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Contractor will submit an invoice based on the deliverables outlines in the scope of services. With acceptance of deliverables, Clark agrees to make payment within 30 days of deliverables,

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

CLARK UNIVERSITY

Name

Title

Signature

CONTRACTO

Name

Title

Signature