

## PROFESSIONAL SERVICES AGREEMENT

This is a Professional Services Agreement (this "Agreement") dated as of \_\_\_\_, 2003, between Northeastern University ("Northeastern"), on behalf of its \_\_\_\_\_ at \_\_\_\_Huntington Avenue, Boston, Massachusetts, and Jane Doe ("Consultant"). The parties hereby agree that Consultant shall provide professional services to Northeastern in accordance with the terms and conditions set forth below.

**NOW, THEREFORE**, the parties agree as follows:

### **1. Scope of Services**

*Consultant shall provide \_\_\_\_\_ to Northeastern. In particular, he/she [Insert thorough description of services.] Consultant shall be available to consult with the officers of Northeastern and its administrative staff concerning matters pertaining to the serviced to be rendered by the Consultant.*

### **2. Compensation**

Assuming satisfactory performance, Northeastern will pay Consultant \_\_\_\_\_. **[If this is hourly or weekly versus flat rate, explain to whom he/she submits invoices and what he/she will do with invoices.]** If there is no dispute about the work performed, Northeastern shall promptly review and approve the Consultant's statement of services and make payment within thirty days of submission of the statement.

### **3. Term, Termination, and Cancellation**

This agreement shall remain in effect from \_\_\_\_\_, 2003 through \_\_\_\_\_, 2003, and may be renewed for no more than an additional one year term by mutual written agreement. Either party may terminate this agreement by providing no less than thirty (30) days written notice. At the time of such notice of termination, Consultant shall complete all work in progress as if such notice of termination had not been given. The services should continue during the thirty (30) day notice period unless Consultant and Northeastern agree to end the contract or any specific tasks sooner.

### **4. Working Arrangements**

Mary Smith, Director of \_\_\_\_\_ at Northeastern's \_\_\_\_\_, will review Consultant's activity reports, if any, and performance on a regular basis in order to ensure his/her compliance with the terms of this Agreement.

## **5. Status**

Consultant agrees that he/she shall at all times during this assignment be considered an independent contractor of Northeastern. Consultant shall be exclusively responsible for the payment of any and all employment and other tax obligations arising out of payments to him/her. Consultant shall not present himself/herself as an agent, representative or employee of Northeastern to anyone.

In addition, Consultant acknowledges that he/she is entitled to no benefits available to Northeastern employees, including but not limited to worker's compensation or unemployment compensation. Consultant also acknowledges that he/she is not employed by Northeastern in any other capacity and that he/she shall not hold any other position with Northeastern during the term of this Agreement.

Consultant represents and warrants that he/she possesses the requisite experience and expertise to perform his obligations hereunder in accordance with the highest professional standards. In the event that Consultant becomes sick, disabled, incapacitated or is otherwise unable to perform his/her assigned duties, Northeastern may, in its sole discretion terminate this agreement, suspend this agreement, or take any other steps it deems appropriate.

## **6. Confidential Information**

During the term of this agreement and for a period of 1 year thereafter, Consultant shall keep Northeastern information strictly confidential by using the same care and discretion that would be common in the industry.

## **7. Intellectual property**

All materials developed by Consultant for Northeastern will belong exclusively to Northeastern, and will be deemed to have been developed and created by Consultant for Northeastern as "work for hire". Consultant will execute any and all documents necessary to assign and transfer to Northeastern all intellectual property and other rights in materials and information created for Northeastern pursuant to this Agreement.

## **8. Conflict of Interest and Commitment**

During the term of this agreement Consultant agrees that he/she shall avoid any conflict of interest, including but not limited to any situations in which financial or other personal considerations directly or significantly affect, or have the appearance of directly or significantly affecting his/her professional duties in carrying out his/her responsibilities under this agreement.

**9. Indemnification**

Consultant agrees to comply with all applicable federal, state and local laws in connection with the performance of his/her obligations under this agreement. Consultant agrees to release Northeastern from any claims, other than breach of contract, arising under this contract. Each party agrees to defend, indemnify and hold harmless the other against any claim, costs, liability, expense, or loss sustained by reason arising from the performance of this agreement.

**10. Applicable Law**

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to principles of conflicts of laws. The parties further consent to the subject matter and personal jurisdiction of the court of the Commonwealth of Massachusetts.

**11. Notices**

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given in delivered (including by receipt verified facsimile transmission) or mailed in the Continental United States by first class mail, postage prepaid, to a party at the following address, or to such other address as such party may hereafter specify by notice:

If to Northeastern University:

Northeastern University  
Att: Mary Smith  
360 Huntington Avenue  
Boston, MA 02115  
617-373-XXXX (Fax)

If to Consultant:

Jane Doe  
123 Main Street  
Anytown, MA 012345  
(617) 555-5555 (FAX)

**12. Entire Agreement**

This Agreement and the documents incorporated by reference in this Agreement set forth the entire understanding between the parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both parties.

**13. No Waiver**

Neither the failure nor delay by either party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right remedy, power or privilege, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence. No waiver of any right, remedy, power or privilege under this Agreement will be effective unless in writing signed by the party to be charges thereby.

This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

JANE DOE

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NORTHEASTERN UNIVERSITY

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Joseph D. Murphy, Treasurer