

Northeastern University
Short Form Professional Services Agreement
(For Amounts under \$3000)

This short form professional services agreement (this "Agreement") is made and entered as of the _____ day of _____, 20____ by and between Northeastern University (the "University"), on behalf of its _____ located at 360 Huntington Avenue, Boston, MA and _____ ("Contractor") located at _____.

RECITAL:

University and Contractor desire to enter into this Agreement to provide for each party's responsibilities with respect to the services described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services").

AGREEMENTS

In consideration of the recital and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. Contractor Responsibilities; Fees. Contractor will perform the Services to the reasonable satisfaction of University. Assuming such satisfactory performance, the University shall pay Contractor the amount set forth on **Exhibit A** within 30 days following the completion of the Services by check or in such other form as the University may require. The total amount due from University under this Agreement shall not exceed three thousand dollars (\$3000.00) Contractor is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions and other liabilities with regard to such payments. Contractor shall comply with all laws, rules and regulations applicable to the performance by Contractor of the Services.

2. Term. The term of this Agreement shall be from the date of this Agreement until completion of the Services and payment therefor by the University. Except for material breach of the Agreement by the other party, this Agreement may not be terminated by either party except that the University may immediately terminate this Agreement upon the death or incapacity of Contractor.

3. Ownership of Work Product. Contractor hereby sells, assigns, grants and transfers to the University all right, title and interest in any reports, documents, performances or other materials authored or created by Contractor for the University pursuant to this Agreement, including without limitation all copyrights, renewals and extensions thereof.

4. Relationship. The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature

of any joint venture, employer/employee, principal/agent or partnership. Contractor shall in no way become an employee of the University pursuant to this Agreement. Neither party shall have the authority to nor shall either party attempt to create or assume any obligation by or on behalf of the other party.

5. Expenses. Except as expressly provided to the contrary in this Agreement, all expenses incurred by the parties shall be the sole responsibility of the party who ordered the service or incurred the particular expense.

6. Miscellaneous. This Agreement may not be assigned without the written consent of the other party. Contractor's services are personal in nature and may not be assigned or delegated to any other person. This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms. Contractor shall maintain insurance in such amounts and of such types as are customarily held by persons engaged in the same or a similar kind of business similarly situated. The acceptance by Contractor of payment under this Agreement shall operate as a complete and unconditional release to University of any and all existing or future claims or demands by University in connection with the Services performed by Contractor hereunder. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles.

NORTHEASTERN UNIVERSITY

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

EXHIBIT A

Description of Services:

Required Deliverables, if Any:

Payment for Services: \$_____ (not to exceed \$3000 if using this short form agreement)

Date(s) for Services: _____

Date for Final Completion of Services: _____