

**AGREEMENT
BETWEEN
EMERSON COLLEGE
AND
[CONTRACTOR NAME]**

This will confirm the contract between EMERSON COLLEGE and [CONTRACTOR NAME], hereinafter referred to as “Contractor”, for the XXXXX Project. The performance of this work contemplated by this Agreement is of mutual interest and benefit to Emerson College, to the Contractor, and will further the instructional and research objectives of Emerson College in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

This Agreement becomes effective as of the date of the last Authorized Representative’s signature, the “Effective Date.”

Accordingly, EMERSON COLLEGE enters into this Agreement with Contractor located at [CONTRACTOR BUSINESS ADDRESS] for the performance of services in accordance with the following terms and conditions:

ARTICLE I - Scope of Work

Contractor agrees to perform the services outlined in the attached Appendix A (collectively, the "Services").

ARTICLE II – Period of Performance

The period of performance for this position shall be from [START DATE] to [END DATE].

ARTICLE III – Consideration

The dollar ceiling for total performance of this Agreement is \$XXXX to be paid in increments as billed. Compensation: \$XXXXX per day or per hours not to exceed XX days or XXX hours.

Article IV – Payment

Contingent upon satisfactory performance of the Services, payments shall be made in accordance with the Fee Schedule outlined in Schedule A, upon receipt of a completed and signed invoice.

Invoices should be emailed or sent to (Emerson PI Name and Title) Emerson College, 120 Boylston St. Boston, MA 02116-4624; (Phone # and Email Address). Payment shall be made within 30 days of receipt of invoice.

ARTICLE V – Work Product Ownership

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Contractor in connection with the Services shall be the exclusive property of Emerson College. Upon request, Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of Emerson College to the Work Product.

ARTICLE VI – Performance of Services

Contractor will render all services provided hereunder in a professional manner, subject to Emerson College's reasonable direction and control.

ARTICLE VII – Confidentiality

Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to Emerson College. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to Emerson College all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Agreement.

ARTICLE VIII – Compliance With Laws

Contractor agrees to comply with all federal, state, and local laws and regulations applicable to activities conducted pursuant to this Agreement. Emerson College will similarly comply with all applicable laws and labor regulations.

ARTICLE IX – Indemnification

Contractor agrees to indemnify and hold harmless Emerson College from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Emerson College that result from the acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.

ARTICLE X – Termination

Either party may terminate this Agreement effective immediately for cause. Cause means a material breach of this Agreement by the other party, which the other party fails to cure within 14 days after receipt of written notice stating the nature of the breach. If Emerson College is the terminating party, cause also means: (a) Contractor materially fails to perform the Services contemplated by this Agreement, and does not remedy such failure to Emerson's satisfaction within 14 days after receipt of written notice stating the nature of the failure; or (b) Contractor commits any negligent, fraudulent, criminal, malicious or willful act or omission affecting or relating to the Services. The right to terminate this Agreement for cause is in addition to any other rights or remedies the terminating party may have in law or equity.

Either party may also terminate this Agreement, without cause, with 30 day's prior written notice to Contractor. Services provided by Contractor prior to the date of notice will be paid by Emerson College to Contractor.

ARTICLE XI – Entire Agreement

This Agreement constitutes the entire agreement between EMERSON COLLEGE and [CONTRACTOR NAME]. Any changes or modifications shall be accomplished by amendment to this Agreement fully-executed by the duly authorized representatives of the parties.

In witness of the above Agreement, the parties hereto set their hands.

EMERSON COLLEGE

Organization Name

Signature

Signature

Name

Name

Executive Director of Research and
Creative Scholarship

Title

Title

Date

Date

APPENDIX A

STATEMENT OF WORK AND FEE SCHEDULE