

**WORCESTER POLYTECHNIC INSTITUTE  
PROFESSIONAL SERVICES AGREEMENT**  
(For services greater than \$2,000)

AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ between Worcester Polytechnic Institute (WPI) (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:  
WPI Department \_\_\_\_\_ (hereinafter referred to as Department)  
And  
Contractor Name \_\_\_\_\_ of Company Name (if applicable) \_\_\_\_\_  
(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:

SCOPE OF DUTIES. University does hereby retain and engage Contractor in its professional capacity to perform services contributing to the project named below: Please attach a detailed explanation of the scope of services to be provided.

Project Title (if applicable) \_\_\_\_\_

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, including but not limited to inventions, ideas, data, technology, devices, software in whatever form, processes, innovations and improvements, whether or not patentable and whether or not copyrightable, hereafter made, conceived, reduced to practice, created, written, designed or developed by the Contractor solely or jointly with others during the Period of Performance (or thereafter if resulting or directly derived from Proprietary Information, as defined below) and which relate in any manner to the business of the University, or to its actual or planned research or development, or are suggested or result from any task assigned to the Contractor under this Agreement or work performed by the Contractor for or on behalf of the University, shall be the sole property of the University (collectively, "Work Product"). The Contractor hereby assigns to the University all Work Product and any and all related patent, copyrights, trademarks, trade names and other intellectual property rights and applications therefore, in the United States and elsewhere, and appoints any officer of the University as its duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority. Upon the request of the University, and without further compensation except as expressly provided below, the Contractor shall execute such further assignments,

documents and other instruments as may be necessary or desirable to fully and completely assign all Work Product to the University and to assist the University in applying for, obtaining and enforcing patents, copyrights or other rights in the United States and in any foreign country with respect to any Invention. The Contractor shall promptly disclose to the University all Work Product and the Contractor further agrees that all papers and records of every kind relating to any Work Product which shall at any time come into the Contractor's possession shall be the sole and exclusive property of the University and shall be surrendered to the University upon the termination of the Period of Performance or upon request at any other time either during or after the termination of the Period of Performance. The Contractor agrees that the obligations and undertakings stated in this Section shall continue beyond the termination of the Period of Performance, but if the Contractor is called upon to render such assistance after the termination of the Period of Performance, then the Contractor shall be entitled to a fair and reasonable per diem in addition to reimbursement of any expenses incurred at the request of the University.

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 this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and terminate on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 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 \$ \_\_\_\_\_, such amount to include services and for reimbursement of reasonable related expenses incurred in connection with the performance of this Agreement, as determined by Department.

Payment shall be made, as follows:

A rate of \$ \_\_\_\_\_ per hour

or

A fixed amount of \$ \_\_\_\_\_ paid in \_\_\_\_\_ installment(s)

Said amount shall be paid from the Workday costing allocation: \_\_\_\_\_

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: Financial Services, Worcester Polytechnic Institute, 100 Institute Road, Worcester MA, 01609. Invoices should reference PSA agreement number, if applicable. Invoices must reflect hourly rate or fixed amount as noted above. Payments shall be prorated for any period that Contractor has not worked in accordance with the terms of this Agreement. Final invoice must be marked "Final" and is due 60 days after termination of the agreement. Final payment is contingent upon all services having been performed and approved by the Principal Investigator or the 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. Payments will be reported to the Internal Revenue Service as required by law.

8. TERMINATION. Contractor agrees that the University may terminate this Agreement under the following circumstances:

- (a) Upon 10 days' prior written notice to the Contractor; or
- (b) Immediately, for "cause" which for the purpose of this section, shall mean
  - (i) Continued neglect or failure to perform his duties and responsibilities; or
  - (ii) Formally being charged, either criminally or civilly, with committing fraud, misappropriation or embezzlement, whether or not in the performance of Contractor's duties to the University; or
  - (iii) Violation of any law which violation materially affects Contractor's performance of his duties to the University; or
  - (iv) The conviction of, or plea of guilty or nolo contendere to, a felony or crime involving moral turpitude; or
  - (v) Willfully engaging in conduct materially injurious to the University or its affiliates; or
  - (vi) Diverting any business opportunity of the University or its affiliates for Contractor's or its officers', directors', employees' or agents' direct or indirect personal gain; or
  - (vii) Failure to observe or perform the covenants and agreements contained in this Agreement.

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 expressly represents that the offering of services described herein is as an independent contractor and is entitled to be retained and compensated as such. The services described herein are offered to the general public. It is understood and agreed that Contractor will be subject to the control and direction of University only as stated herein and as to the intended result of Contractor's work and not as to the manner, method or means by which it is accomplished. The relationship created by this Agreement extends only to the performance and completion of this project.

The Contractor by its officers, employees and agents are not agents or employees of the Department or University for any purpose and is 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. The Contractor by its officers, employees or agents, is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, University or to bind University in any manner.

As an independent contractor, 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. Should a determination by an agency, regulatory body, or court of

competent jurisdiction be made to the contrary (i.e., that Contractor is not an independent contractor and/or is not entitled to be retained and compensated as an independent contractor under the circumstances of this engagement by the Department), Contractor shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against Contractor and/or University resulting from such contrary interpretation, including, but not limited to, taxes, assessments and penalties which should have been withheld from payments to the Contractor. In consideration of University's engaging Contractor as an independent contractor, Contractor shall indemnify University against and hold harmless University, including its trustees, officers, employees, and agents, from any such liability or responsibility.

Contractor certifies that this Agreement will not violate the terms of any agreement with, or any obligation to, another entity, institution, person 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 or University 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; 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.

By signing below, I certify that I have reviewed the independent contractor agreement and understand the expectations, limitations and responsibilities of the University and the Independent Contractor in this transaction.

Approved by:

**WPI Principal Investigator/Financial  
Manager**

**Contractor**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For Office of Sponsored Programs use only: OSP Approval: _____
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For Sponsored Programs Accounting use only: SPA Approval: _____ PO#: _____ Grant#: _____
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