

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (this "Agreement") is made and entered as of the _____ day of _____, _____ by and between Northeastern University (the "University"), on behalf of its _____ located at 360 Huntington Avenue, Boston, MA and _____ ("Consultant") located at _____.

RECITALS:

WHEREAS, Consultant has certain professional skills, knowledge, experience and/or has access to personnel having same which are highly desirable to the University;

WHEREAS, the University desires to retain Consultant to provide such professional services to the University; and

WHEREAS, Consultant is willing to provide the Services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Scope of Services. Consultant shall provide to the University all Services (defined below) described in one or more Statements of Work (each a "SOW") using the form on **Exhibit A**, attached hereto and incorporated herein from time to time during the term of this Agreement. The term "Services" shall mean all work performed by and/or at the direction of Consultant for University in accordance with this Agreement and described in each and every SOW. Consultant shall be available to consult with the University and others as directed by the University concerning the Services. The University shall establish the goals to be achieved by the Services but not the details nor means by which such goals are accomplished.

From time to time during the term of this Agreement, the University may request Consultant perform certain additional services or provide materials that are not set forth in an SOW, but are related to the Services ("Additional Services"). Consultant shall secure from University an authorization in writing for the Additional Services, via an amendment to this Agreement, and any additional payment to Consultant for such Additional Services shall be set forth therein. In the event Consultant fails to secure a written authorization for the Additional Services, Consultant shall not be entitled to any additional compensation for the Additional Services performed. All Additional Services performed by Consultant shall be governed by the terms of this Agreement.

2. Compensation. Assuming satisfactory performance, as compensation for the Services provided pursuant to this Agreement, the University shall pay Consultant the amount(s) set forth in the applicable SOW. Consultant shall submit to the University by the 10th day of month

following the month in which Services were rendered, a statement, in reasonable detail, of the Services performed during such month. Such statement or invoice shall be submitted as the University shall direct. Within thirty-five (35) days after receipt of such documentation, the University shall pay to Consultant the fees for the Services reflected thereon subject to the terms and conditions set forth herein. The University shall have no obligation to make any payment or reimbursement for any expenses or fees incurred in connection with the performance of Services pursuant to this Agreement except as provided in the applicable SOW.

3. Term and Termination. This term of this Agreement shall begin as of the date hereof and shall terminate on _____. This Agreement may be renewed for no more than ninety (90) days by mutual written agreement. Either party may terminate this Agreement or any SOW by providing no less than thirty (30) days written notice to the other party. At the time of such notice of termination, Consultant shall complete all Services in progress as if such notice of termination had not been given. The University shall have no liability to Consultant beyond payment pursuant to this Agreement for the Services rendered to and accepted by the University prior to the effective date of such termination.

4. Relationship of the Parties.

The status of Consultant shall be that of an independent contractor and not that of any employee, agent or other partner of the University. Consultant shall have no power or authority to act on behalf of the University or in its name or to bind the University, either directly or indirectly, in any manner nor shall Consultant make any representation otherwise to any person. Consultant is retained solely for the purpose of providing the Services to the University. Consultant expressly assumes all tax liabilities associated with the compensation paid pursuant to this Agreement.

Consultant shall be free to accomplish the Services for which Consultant has been retained in such manner as Consultant may determine. Consultant may engage third parties (collectively, "Subcontractors") solely by written agreement to assist Consultant in the performance of the Services. The written agreement between Consultant and Subcontractor shall contain only provisions that are consistent with the obligations and performance of Consultant under this Agreement. Notwithstanding any provision in this Agreement to the contrary, Consultant shall at all times remain fully responsible to Client for the acts and omissions of all Subcontractors, including without limitation, the performance in accordance with the terms and conditions of this Agreement of the Services by any and all Subcontractors.

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. Consultant shall not be considered as having an employee status or as being entitled to any benefits available to the University employees, including but not limited to any pension or benefit plan, worker's compensation or unemployment compensation. Consultant acknowledges that Consultant is not engaged by the University in any other capacity and that Consultant shall not hold any other position with the University during the term of this Agreement.

In the event that this independent contractor relationship is determined by tax authorities to constitute an employment relationship, Consultant hereby waives, for the period prior to the date such determination becomes final, any and all claims to coverage under all University retirement, profit-sharing, pension, health, dental, welfare, or similar type plans.

5. Representations and Warranties of Consultant. Consultant represents, warrants and covenants to the University that: (i) Consultant possesses the requisite training, knowledge, skills, experience and expertise to provide the Services; (ii) Consultant shall provide the Services in accordance with the standards of care, skill and diligence consistent with recognized and prudent industry practices, all applicable laws and regulations, each SOW, Exhibits, documents and procedures applicable to the Services and the degree of knowledge, skill and judgment normally exercised by professionals with respect to services of the same or similar nature; (iii) Consultant has the right, power and capacity and is duly authorized and empowered to execute, deliver and perform this Agreement; (iv) this Agreement, upon execution thereof by the person representing Consultant below, will be the legal, valid and binding agreement of Consultant, enforceable against Consultant in accordance with its terms and applicable law; and (v) Consultant's performance of Services pursuant to this Agreement does not violate any existing agreement or obligation between Consultant and a third party.

6. Confidential Information.

Consultant acknowledges that in connection with this Agreement and the Services provided by Consultant under this Agreement, the University may provide, and Consultant may acquire and make use of, certain confidential information of the University which includes, but is not limited to, Work Product (as defined in Section 7), this Agreement, reports, methods of operation, trade secrets, training materials, policies, protocols, and procedures (administrative, research, and clinical), budgeting, staffing needs, databases, student-related information, faculty lists marketing research, equipment capabilities, fee schedules, and other proprietary, business, financial and other information connected with or related to the University that is not generally known to the public (collectively, "Confidential Information").

Except as otherwise required by applicable law, during the term of this Agreement and for a period of three (3) years thereafter, Consultant shall not use such Confidential Information except in connection with the performance of the Services, or divulge the Confidential Information to any third party, unless the University consents in writing to such use or divulgence or such disclosure is required by law. In the event Consultant receives a request or demand from a third party for the disclosure of Confidential Information, Consultant shall promptly (within two (2) business days after receipt of such request or demand) provide written notice to the University of such request or demand, including a copy of any written document of such request or demand.

Consultant agrees to protect and safeguard from and against unauthorized access, use or disclosure the Confidential Information of the University in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

Upon expiration or termination of this Agreement, Consultant shall not take nor retain, without prior written consent from the University, any Confidential Information or copies thereof in any form or medium of any kind. Upon the expiration or termination of this Agreement or otherwise upon the request of the University, all Confidential Information received by Consultant shall be promptly returned to the University or, upon request of the University, destroyed with such destruction confirmed in a form reasonably satisfactory to University by Consultant. Without limiting other possible remedies for the breach of these covenants relating to Confidential Information, the parties agree that injunctive or other equitable relief shall be available to enforce any and all of these covenants, such relief to be without the necessity of posting a bond, cash or otherwise.

7. Intellectual Property.

Consultant shall provide the Services for the exclusive benefit of the University. All items created or developed in, or resulting from, the course of performance by Consultant of its various obligations under this Agreement, including, without limitation all (i) plans; (ii) materials; (iii) reports and results; (iv) documents; (v) graphic elements; aesthetic qualities, “look and feel” of any deliverable and all other unique, novel and/or customized parts and aspects of any and all deliverables not generally used or applied to similar products; (vi) computer software, in source code, object code and/or script form, and all related user, programmer and technical documentation, as well as all modifications, and enhancements of any of the foregoing; (vii) text, photos, recordings or other materials of any kind or nature; and (viii) all elements of the deliverables created or developed by or on behalf of Consultant (collectively, “Work Product”) have been or will have been specially ordered or commissioned by the University and, accordingly each is and will be a “work for hire” (as that term is defined in the Copyright Act of 1976) for the University, effective as of the moment each such item is fixed in a tangible medium, whether such item is complete. Consultant hereby transfers and assigns to the University all of its rights, titles and interests in the Work Product, including, without limitation, all patents, trade secrets, copyrights and other proprietary rights of Consultant. Notwithstanding any other provision of the law that may cause rights to such Work Product to vest initially in Consultant, all right, title and interest, including, without limitation, all copyrights in and to any and all copyrightable works, resulting from or developed in connection with any such Services shall be, or shall become owned by the University and the same are hereby transferred in their entirety to University. Consultant shall have no right, title, or interest in any Work Product and shall not use, license or otherwise transfer or distribute any such Work Product without the prior written consent of the University. Upon expiration or termination of this Agreement, Consultant shall not take or retain, without prior written consent of the University, any Work Product or copies thereof in any form or medium of any kind.

Consultant will (a) execute any and all such documents as the University may reasonably request from time to time to vest in the University all of the rights granted or transferred by Consultant under this Agreement and (b) take all reasonable steps to have each of those persons who has or will have participated in the development of the deliverables for, or on behalf of, Consultant execute any and all such agreements, applications, assignments, instruments and/or other documents required by the University for such purposes and, further, perform or cause to be performed such other lawful acts, as the University may deem necessary or desirable to evidence full and exclusive title to any and all Work Product. Furthermore, Consultant shall assist and

cooperate with the University and its representatives in any controversy or legal proceedings relating to such Work Product.

Consultant shall not acquire any rights of any kind whatsoever including, but not limited to, publication rights, patent, copyright, trademark, or service mark rights, ownership rights, or promotional rights with respect to any inventions, discoveries, technology, or scientific or medical findings, whether patentable or non-patentable, in the Work Product and/or resulting from the Services provided by Consultant. Consultant shall promptly disclose only to the University or its designee any invention, discovery, technology, or scientific or medical findings, whether patentable or non-patentable, in the Work Product and/or resulting from the Services provided by Consultant.

Consultant shall not use the name, trademarks, logos, copyrights or service marks of the University without the prior written consent of the University. The performance by Consultant of the Services pursuant to this Agreement will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party.

Consultant will create or develop the Work Product only through the services of employees and/or independent contractors of Consultant who have executed written agreements that (a) contain appropriate confidentiality and ownership provisions consistent with the terms of this Agreement and (b) assign to Consultant all rights, titles and interests of such personnel in the Work Product, including without limitation, patents, trade secrets, copyrights and other proprietary rights of such personnel.

8. Conflict of Interest. During the term of this Agreement Consultant 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 the professional duties of Consultant in performance of this Agreement.

9. Compliance with Laws; Indemnification.

Consultant shall comply with all applicable federal, state and local laws in connection with the performance by Consultant of obligations of Consultant under this Agreement. Consultant agrees to release the University from any claims, other than breach of contract, arising under this Agreement.

Consultant hereby agrees to defend, indemnify and hold harmless the University and its trustees, directors, officers, employees and agents (each a "University Indemnified Party") from and against any and all claims, demands, suits, settlements, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (each a "Claim") paid or incurred by, or asserted against any University Indemnified Party relating to or arising out of or in connection with (i) the breach of any of this Agreement by Consultant; or (ii) the negligence or willful misconduct of Consultant or any of its officers, directors, trustees, employees, representatives and/or agents except to the extent such Claim relates to, arises out of or in connection with the negligence of the University.

The University hereby agrees to defend, indemnify and hold harmless Consultant and its trustees, directors, officers, employees and agents (each an “Consultant Indemnified Party”) from and against any and all claims, demands, suits, settlements, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (each a “Claim”) paid or incurred by, or asserted against any Consultant Indemnified Party relating to or arising out of or in connection with (i) the breach of any of this Agreement by the University; or (ii) the negligence or willful misconduct of the University or any of its officers, directors, trustees, employees, representatives and/or agents except to the extent such Claim relates to, arises out of or in connection with the negligence of the Consultant.

10. Notices. All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and delivered in person or sent electronically, by facsimile, nationally recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid to the applicable party at its address or facsimile number set forth below or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such communications shall be deemed effective on the (i) day on which delivered or sent if delivered in person, electronically (with confirmatory response electronically sent), or by facsimile (with answered back confirmation received); (ii) first (1st) business day after the day on which sent, if sent by a nationally recognized overnight courier; or (iii) third (3rd) business day after the day on which mailed, if sent by registered or certified mail to:

If to Northeastern University:

Northeastern University
Att: _____
360 Huntington Avenue
Boston, MA 02115
_____ (Fax)

If to Consultant:

_____ (Fax)

11. Captions; Entire Agreement; Amendments. The caption headings are furnished for the convenience and reference of the parties and do not define, limit, extend or describe the scope of this Agreement or any provision in this Agreement. This Agreement, all SOWs, exhibits and other documents are hereby incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof and supersede all prior negotiations, agreement and undertakings between the parties with respect to the subject

matter, provided, however, that with respect to each subject matter or transaction contemplated hereunder, each SOW and the terms hereof will be interpreted as a single agreement, independent of each other SOW so that all provisions are given as full effect as possible. In the event of any inconsistency or conflict between the terms hereof and any SOW, exhibit or other document, the terms hereof shall govern and control. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

12. No Waiver. Neither the failure nor delay by either party to exercise any right, remedy, power or privilege under the 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 charged thereby.

13. Assignment; Binding Effect. Consultant shall not assign or transfer any rights or obligations of Consultant under this Agreement without the prior written consent of the University. This Agreement shall be binding on heirs, successors in interest and permitted assigns of the parties.

14. Governing Law. The validity, construction, interpretation and all other matters relating to 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. In the event of any action or proceeding to enforce any term of this Agreement, the parties shall submit to the exclusive venue of any court located in Suffolk County, Massachusetts.

15. Counterparts. 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.

16. Insurance/Authorization. Consultant shall carry adequate liability, property, workers' compensation, umbrella and other insurance of a kind and in an amount generally carried by persons engaged in the same or a similar kind of business similarly situated, unless, in any case, other types of insurance or higher amounts are required by the University as may be identified on an exhibit hereto or otherwise communicated to Consultant, in all cases naming the University as an additional insured where required by the University. Upon request, Consultant shall supply to the University a certificate(s) of insurance evidencing the same. Consultant hereby represents, warrants and covenants to University that it has and/or will have and maintain all necessary permits, license, approvals and other authorizations applicable to the performance of its obligations contemplated under this Agreement.

17. Survival; Severability. The provisions of Sections 4, 6, 7, 9, 14 and 17 shall survive any cancellation or termination of this Agreement. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed stricken herefrom and the remainder of this Agreement shall remain at all times in full force and effect and such invalid or enforceable provision shall, to the extent legally permitted, be replaced by the valid and enforceable provision that some closest to the parties' intent underlying the invalid or unenforceable provision.

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

[CONSULTANT NAME]

NORTHEASTERN UNIVERSITY

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

EXHIBIT A to MASTER PROFESSIONAL SERVICES AGREEMENT
Statement of Work

This Statement of Work (“SOW”) is hereby made a part of the Master Professional Services Agreement by and between Consultant and University dated as of _____ (the “Agreement”). This SOW supersedes and terminates any and all prior SOWs between Consultant and University for the same type of Services described below. All capitalized terms used and not defined in this SOW shall have the meaning ascribed to them in the Agreement.

The term of this SOW shall commence on the latest date shown below and shall continue for a period of _____ months. The parties hereby agree Consultant shall provide to the University in accordance with the terms and conditions of the Agreement and this SOW, the following:

[Describe Services Here]

The amount to be paid by University under this SOW for all Services completed under this SOW in accordance with the Agreement is an all-in cost and the total amount due from University under this SOW and is as follows:

[Describe Pricing Here]

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to Master Professional Services Agreement to be executed by their respective duly authorized representatives as of the date first written above.

[CONSULTANT NAME]

NORTHEASTERN UNIVERSITY

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____