**NORTHEASTERN UNIVERSITY PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this “**Agreement**”) is made and entered as of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between Northeastern University, a Massachusetts nonprofit educational corporation having an address at 360 Huntington Avenue, Boston, MA 02115 (“**Northeastern**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Consultant**”).

**RECITALS**

 **WHEREAS,** Northeastern desires to retain Consultant to provide professional services to Northeastern; and

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

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

**AGREEMENT**

1. **Scope of Services.**

(a) During the term of this Agreement, Consultant shall provide the Services to Northeastern as described in one or more Statements of Work executed pursuant to this Agreement (each, a “**SOW**”) using the form attached as **Exhibit A**. The term “**Services**” means all work performed by and/or at the direction of Consultant for Northeastern in accordance with this Agreement and described in a duly executed SOW. Consultant shall be available to consult with Northeastern and others concerning the Services throughout the term of this Agreement.

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

1. **Compensation.**

(a) As compensationfor satisfactory performance of the Services provided pursuant to this Agreement, Northeastern shall pay Consultant the amount(s) set forth in the applicable SOW. Unless otherwise set forth in the applicable SOW, Consultant shall submit to Northeastern, by the 10th day of the month following the month in which Services were rendered, a statement setting forth in reasonable detail the Services performed during such month. Such statement or invoice shall be submitted as Northeastern shall direct. Within forty-five (45) days after receipt of such documentation, Northeastern shall pay to Consultant the undisputed fees for the Services reflected thereon, subject to the terms and conditions of this Agreement. Northeastern 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.

(b) Consultant shall not charge taxes to Northeastern. Northeastern is a non-profit organization with tax-exempt status under Internal Revenue Code 501(c)(3) (EIN 04-1679980).

1. **Term and Termination.**

The term of this Agreement shall begin as of the date hereof and shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, and may be renewed or extended only by written agreement of the parties. Either party may terminate this Agreement or any SOW at any time by providing no less than thirty (30) days’ written notice to the other party. At the time of such notice of termination, if requested by Northeastern, Consultant shall continue and/or complete all Services then in progress as if such notice of termination had not been given, up to the effective date of termination set forth in such notice. Northeastern may terminate this Agreement or any SOW immediately if Consultant fails to perform any term or condition under this Agreement or such SOW and such failure continues for fifteen (15) days after Northeastern provides written notice thereof. Northeastern shall have no liability to Consultant beyond payment pursuant to this Agreement for the Services rendered to and accepted by Northeastern prior to the effective date of termination. If this Agreement or any SOW is terminated due to (a) Consultant’s uncured failure to perform any term or condition under this Agreement; or (b) Consultant’s termination for convenience, then, in either event, Consultant shall provide a prompt refund of any prepaid amounts hereunder to the extent attributable to Services that would have been performed after the date of such termination.

1. **Relationship of the Parties.**

(a) The status of Consultant shall be that of an independent contractor and nothing in this Agreement is intended, or shall be understood or construed, to create any relationship between the parties in the nature of joint venture, employment, agency, or partnership. Neither party shall have any power or authority to act on behalf of the other party or in its name or to bind the other party, either directly or indirectly, in any manner, nor shall either party make any representation otherwise to any person. Consultant is retained solely for the purpose of providing the Services to Northeastern.

(b) In accordance with and subject to the terms of this Agreement and the applicable SOW, 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 (each, a “**Subcontractor**”) solely by written agreement to assist Consultant in the performance of the Services. The written agreement between Consultant and any Subcontractor shall contain only provisions that are consistent with the obligations and performance of Consultant under this Agreement (including, without limitation, the obligations set forth in Sections 6 (Confidential Information), 7 (Intellectual Property) and 18 (Insurance) below). Notwithstanding any provision in this Agreement to the contrary, Consultant shall at all times remain fully responsible to Northeastern for the acts and omissions of all Subcontractors, including, without limitation, the performance of the Services by such Subcontractors.

(c) If Consultant is an individual, Consultant acknowledges that Consultant is not engaged by Northeastern in any other capacity and that Consultant shall not hold any other position with Northeastern during the term of this Agreement, nor shall Consultant file or apply for any unemployment benefit or similar payment with any federal, state or local agency.

(d) Neither Consultant nor any of its employees shall be considered as having employee status with Northeastern or as being entitled to any benefits available to Northeastern employees, including but not limited to, any pension or benefit plan, workers’ compensation or unemployment compensation.

(e) If this independent contractor relationship is determined by tax authorities to constitute an employment relationship, Consultant hereby waives, on behalf of itself and its employees, as applicable, for the period prior to the date such determination becomes final, any and all claims to coverage under all Northeastern retirement, profit-sharing, pension, health, dental, welfare and similar type plans.

1. **Representations and Warranties.**

(a) Consultant represents, warrants and covenants to Northeastern that Consultant and its Subcontractors: (i) possess the requisite training, knowledge, skills, experience and expertise to provide the Services; (ii) shall provide the Services in accordance with the standards of care, skill and diligence consistent with recognized and prudent industry practices, all documents and procedures applicable to the Services, and with the degree of knowledge, skill and judgment normally exercised by professionals with respect to services of the same or similar nature; (iii) will not perform the Services or develop the Work Product (as defined in Section 7 (Intellectual Property) below) in a manner that infringes any copyright, patent, trade secret or other proprietary right held by any third party; (iv) shall comply with all applicable federal, state, local and other laws and regulations in connection with the performance of their obligations under this Agreement; and (v) have and will maintain all necessary permits, licenses, approvals and other authorizations applicable to the performance of their obligations under this Agreement.

(b) Each party represents, warrants and covenants that (i) it has the right, power and capacity and is duly authorized and empowered to execute, deliver and perform this Agreement; (ii) this Agreement, upon execution by its duly authorized representative as indicated on the signature page below, will be the legal, valid and binding agreement of such party, enforceable against such party in accordance with its terms and applicable law; and (iii) its performance of its obligations hereunder does not violate any existing agreement or obligation with or to any third party.

1. **Confidential Information.**

(a) Consultant acknowledges that Northeastern may provide certain confidential information of Northeastern or third parties, or access to such information, to Consultant in connection with the Services, solely for Consultant to perform the Services under this Agreement (the “**Purpose**”). Such confidential information may include, but is not limited to, Work Product (as defined in Section 7); this Agreement; student and student-related information; education records; reports; methods of operation; trade secrets; training materials; policies, protocols and procedures (administrative, research and clinical); budgeting; staffing needs; databases; faculty lists; marketing research; equipment capabilities; fee schedules; patents; and other proprietary, business, financial and other information connected with or related to Northeastern, or to third parties with whom Northeastern has a business relationship or confidentiality obligation, that is not generally known to the public; and information that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure (collectively, “**Confidential Information**”).

(b) Confidential Information shall not be considered confidential or subject to this Agreement if the receiving party can establish that the information: (i) is or has become a part of the public knowledge or literature without breach of this Agreement by the receiving party; (ii) was known to be rightfully in the possession of the receiving party prior to the date of disclosure of such Confidential Information as evidenced by competent proof; (iii) is developed by the receiving party independent of the disclosure made under this Agreement as demonstrated by competent proof, or; (iv) is supplied to the receiving party, without restriction on disclosure, by a third party who had a lawful right to disclose it and is under no obligation to either party or to a third party to maintain such Confidential Information in confidence.

(c) Unless required by applicable law or necessary to perform the Services, Consultant shall not use or disclose Confidential Information without Northeastern’s prior written consent. If Consultant is required to disclose Confidential Information pursuant to a valid subpoena, court order or other requirement of applicable law, Consultant shall (i) notify Northeastern (if not prohibited from doing so) prior to complying with such requirement, and (ii) disclose Confidential Information only to the limited extent required, as advised by counsel.

(d) Consultant shall use reasonable and appropriate physical, technical and administrative measures to safeguard Confidential Information against any misuse or accidental or unlawful destruction, loss, alteration, or unauthorized use, disclosure or access. If applicable pursuant to Section 10 (Privacy and Security) below, such measures shall include, at a minimum, those set forth in Annex II of the Northeastern DPA (as defined below) in effect on the date of this Agreement.

(e) Upon expiration or termination of this Agreement, Consultant shall neither take nor retain Confidential Information or any copies thereof in any form or medium of any kind without the prior written approval of Northeastern. Upon the expiration or termination of this Agreement or otherwise upon the request of Northeastern, Consultant shall promptly return or destroy, as instructed by Northeastern, all Confidential Information received or accessed by Consultant and confirm such destruction in writing in a form reasonably satisfactory to Northeastern.

(f) 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. Notwithstanding any provision of this Agreement to the contrary, if Consultant fails to return or destroy any Confidential Information upon the expiration or termination of this Agreement, then Consultant shall continue to protect and safeguard such Confidential Information in the manner described in Section 6(c) above for so long as such Confidential Information is retained.

1. **Intellectual Property.**

(a) To the extent Consultant or any Subcontractor generates, creates or develops: plans; materials; reports or results; documents; graphic elements, aesthetic qualities, “look and feel” and all other unique, novel and/or customized parts and aspects of deliverables not generally used or applied to similar products; 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; text, photos, recordings or other materials of any kind or nature; and/or any other deliverables or any part thereof (collectively, “**Work Product**”) specifically for Northeastern in the course of supplying goods or performing Services under this Agreement, such Work Product shall be deemed to be works made for hire and shall be the sole property of Northeastern. Except as otherwise set forth herein, Consultant shall not use, duplicate or disclose such Work Product, or any portion thereof, for any purpose, other than the performance of the Services, without the prior written consent of Northeastern. Consultant hereby assigns to Northeastern any interest Consultant may have in such Work Product and Consultant will, upon request by Northeastern, promptly execute all applications, assignments and other instruments which Northeastern shall deem necessary or useful in order to apply for and obtain intellectual property protection in the United States and any foreign countries for such Work Product.

(b) The rights provided to Northeastern under this Section 7 shall not apply to (i) any verifiably pre-existing materials, information or products of Consultant that are used in the performance of the Services (collectively, “**Consultant Materials**”), or (ii) any product that has been created by a third party (other than Subcontractors in connection with this Agreement), as verified with competent proof, provided that Consultant shall not include any such third-party product in the Work Product without the prior written approval of Northeastern.  Notwithstanding the foregoing, if any Consultant Materials or third-party products are included in any Work Product, Consultant hereby grants to Northeastern a non-exclusive, non-revocable, non-transferable, fully-paid license, without conflict with the rights of any third party, to use such Consultant Materials or third-party products to the extent incorporated into such Work Product. Consultant Materials are owned by and shall remain the sole and exclusive property of Consultant (or Consultant’s suppliers, as applicable) at all times.

(c) Consultant shall not use the names, trademarks, logos, copyrights or other marks of Northeastern without the prior written approval of Northeastern. Consultant shall create or develop the Work Product only through the services of Consultant employees and/or Subcontractors who have executed written agreements that (a) contain appropriate confidentiality and ownership provisions no less stringent than, and consistent with, the terms of this Agreement and (b) assign to Consultant all right, title and interest of such persons in the Work Product, including but not limited to patents, trade secrets, trademarks, service marks, copyrights and other proprietary rights of such persons.

1. **Northeastern Policies, Rules and Directives.**

To the extent that Consultant is performing the Services on or at property owned, leased or controlled by Northeastern, Consultant’s performance of the Services shall be subject to compliance with Northeastern’s policies, procedures and directives for the use of or presence on such property as in effect from time to time. Such policies, procedures and directives will be provided to Consultant upon request.

1. **Indemnification.**

(a) Each party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other party and its trustees, directors, officers, employees, contractors and agents (the “**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 Indemnified Party and arising out of or in connection with (i) the breach of this Agreement by the Indemnifying Party, or (ii) the negligence or willful misconduct of the Indemnifying Party or any of its officers, directors, trustees, employees, Subcontractors, representatives and/or agents, except to the extent such Claim arises from the negligence of any Indemnified Party.

(b) The Indemnified Party shall provide the Indemnifying Party with prompt written notice upon becoming aware of any Claim for which it intends to seek indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any such Claim. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party may participate in its own defense at its sole expense. The Indemnified Party shall not enter into any settlement or compromise of any Claim without the Indemnifying Party’s prior express written consent. The Indemnifying Party shall not enter into any settlement or compromise of any Claim without the Indemnified Party’s prior written consent unless such settlement or compromise is without liability to the Indemnified Party, without impairment to any of the Indemnified Party’s rights, and does not require the Indemnified Party to make any admission of liability.

1. **Privacy and Security.**

If and only to the extent that Consultant receives or is provided access to Personal Information when providing the Services, Consultant shall adhere to the requirements set forth in the applicable Northeastern Data Processing Addendum (“DPA”) located at <https://generalcounsel.northeastern.edu/contracts-transactions/data-processing-addendum/> that is in effect on the date of this Agreement. .

Consultant acknowledges that Northeastern, as an educational institution, is subject to legal obligations with respect to the privacy of student information. Consultant acknowledges that the information obtained in connection with this Agreement may include personally identifiable student education records (“**Education Records**”), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act (“**FERPA**”).  To the extent that Consultant obtains or has access to Education Records, Consultant acknowledges and agrees that (i) Consultant shall be deemed to be a “university official” under Northeastern’s Policy on Student Rights Under the Family Educational Rights and Privacy Act and/or a “school official” under FERPA and must abide by the terms and conditions of such policy and FERPA with respect to Consultant’s use and handling of Education Records; (ii) Consultant shall be under Northeastern’s direct control with respect to use, maintenance and handling of Education Records; and (iii) without limiting any other provision of this Agreement, Consultant may not disclose the information to any third party without the prior written consent of the student, as required by FERPA.  Consultant shall also take any action reasonably requested by Northeastern to adhere to its obligations under FERPA or otherwise protect the privacy and confidentiality of Education Records.

Without limiting any other provision of this Agreement, to the extent that Consultant obtains or has access to any information that includes any “customer data” as such term is defined under the Gramm-Leach-Bliley Act and the regulations promulgated thereunder (“**GLB**”), Consultant shall, in addition to those safeguards set forth in Appendix II to the DPA, implement and maintain appropriate safeguards to protect this data as required under GLB and the regulations.

1. **Notices.**

All notices, demands and other communications required or permitted under this Agreement or in connection herewith shall be in writing and delivered in person or sent by a nationally recognized overnight courier to the applicable party at its address set forth below or at such other address as any party hereto may designate by notice so given, with a copy delivered by electronic mail if an electronic mail address is provided below (but delivery by electronic mail shall not be deemed to be an official notice hereunder). Such communications shall be deemed effective on (i) the day on which delivered if delivered in person (with confirmation of receipt), during regular business hours, and otherwise the next business day; or (ii) the first business day after the day on which sent, if sent by overnight courier, to:

 If to Northeastern University:

 Northeastern University

 Attn:

 360 Huntington Avenue

 Boston, MA 02115

 Email:

 If to Consultant:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attn:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email:

1. **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 and all SOWs, exhibits and other documents incorporated by reference in this Agreement set forth the entire understanding between the parties regarding the subject matter hereof and supersede all prior and contemporaneous negotiations, agreements and undertakings between the parties with respect to the subject matter; provided, however, that with respect to each SOW executed hereunder, the SOW and the terms of this Agreement will be interpreted as a single agreement, independent of any other SOW, so that all provisions are given as full effect as possible. In the event of any inconsistency or conflict between the terms of this Agreement and any SOW, exhibit or other document incorporated by reference in this Agreement, the terms of this Agreement shall govern and control except to the limited extent such other document expressly states that its language is intended to control over the language of this Agreement. This Agreement may not be amended or modified except by an instrument in writing signed by both parties. Any inconsistent, additional or conflicting terms set forth in any invoice or other document issued by Consultant in connection with this Agreement shall be of no force or effect.

1. **No Waiver.**

Neither the failure or delay by either party to exercise any right or remedy under this Agreement, nor any partial exercise thereof, shall operate or be construed as a waiver thereof. Neither any partial exercise of any right or remedy nor any waiver with respect to any single occurrence shall be construed as a waiver, in whole or in part, with respect to any other portion of such right or remedy or to any other occurrence. Any effective waiver under this Agreement must be in writing and signed by the party granting the waiver.

1. **Assignment; Binding Effect; No Third-Party Beneficiaries.**

Consultant shall not assign or transfer any rights or obligations of Consultant under this Agreement without the prior written consent of Northeastern. This Agreement shall be binding on the heirs, successors in interest and permitted assigns of the parties. This Agreement is being entered solely for the benefit of the parties hereto and nothing in this Agreement shall confer or be interpreted as having conferred any benefit upon any third party.

1. **Governing Law.**

The validity, construction and interpretation of, 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 dispute arising hereunder or any action or proceeding to enforce any term of this Agreement, the parties shall submit to the exclusive venue of any state or federal court located in Suffolk County, Massachusetts.

1. **Counterparts; Electronic Transmission and Signatures.**

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. A signed copy of this Agreement delivered by facsimile, electronic mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Any counterpart signed using electronic signature software (such as DocuSign) shall be deemed a valid and original signature hereunder.

1. **Insurance.**

(a) Consultant shall, at its sole expense throughout the term of this Agreement, carry and maintain general liability, automobile liability, statutory workers’ compensation, umbrella/excess liability, professional liability 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, and, in any event, having at least the following coverage:

* Comprehensive general liability insurance covering the following: premises and operations, bodily injury and property damage, products and completed operations, personal injury and advertising injury, liability assumed in an insured contract and independent contractors. Such policy must have limits of not less than $1,000,000 per occurrence and not less than $3,000,000 in the aggregate.
* If Consultant makes use of vehicles in connection with the Services, automobile liability insurance in an amount not less than $1,000,000 combined single limit,
* If Consultant has employees, statutory workers’ compensation insurance and employer’s liability coverage of $1,000,000 for each coverage part.

Notwithstanding the foregoing, Northeastern may require other types of insurance or higher limits by written notice to Consultant.

(b) Northeastern shall be named as an additional insured on all relevant insurance policies required pursuant to this Agreement. All insurers providing the coverages required hereunder must be licensed to do business in the location where the Services are or will be performed and have an AM Best rating of A VII (or the equivalent) or better. All policies of insurance required hereunder must be written on an occurrence basis except for any professional liability/errors & omissions policy. Consultant shall supply to Northeastern a certificate(s) of insurance evidencing all insurance coverage required hereunder prior to commencing the Services.

1. **Survival; Severability.**

The provisions of Sections 4 (Relationship of the Parties), 6 (Confidential Information), 7 (Intellectual Property), 9 (Indemnification), 10 (FERPA), 13-16 (Captions, No Waiver, Assignment, Governing Law) and 19 (Survival; Severability) 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 and the remainder of this Agreement shall remain at all times in full force and effect and such invalid or unenforceable provision shall, to the extent legally permitted, be replaced by the valid and enforceable provision that comes closest to the parties’ intent underlying the invalid or unenforceable provision.

1. **Force Majeure.**

Notwithstanding any provision of this Agreement to the contrary, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, lightning, explosion, war, acts of terrorism, epidemic, pandemic, travel restrictions or public health recommendations, government requirements, acts of god, acts or failure to act by any governmental authority or any other occurrence beyond such party’s reasonable control. The affected party shall provide prompt notice to the other party of such force majeure event. Should the event continue for thirty (30) days or more, such other party shall have the right to immediately terminate the agreement without liability by providing written notice to the other party. Any prepaid amounts for Services not delivered or performed will be promptly refunded. Any amounts owed for Services performed prior to commencement of the force majeure event shall be paid in accordance with the terms of this Agreement and the applicable SOW.

[*Signature page immediately follows*]

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

**NORTHEASTERN UNIVERSITY: CONSULTANT:**

By: By:

Name: Name:

Title: Title:

**EXHIBIT A to PROFESSIONAL SERVICES AGREEMENT**

**Form of Statement of Work**

This Statement of Work No. \_\_\_\_\_ (“**SOW**”), dated \_\_\_\_\_\_, is hereby made a part of the Professional Services Agreement by and between Northeastern University (“**Northeastern**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Consultant**”) dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Agreement**”). Unless otherwise stated below, this SOW supersedes and terminates any and all prior SOWs between Consultant and Northeastern for the same 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 until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties hereby agree that Consultant shall provide to Northeastern, in accordance with the terms and conditions of the Agreement and this SOW, the following:

[Describe Services Here]

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

[Describe Pricing Here]

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

**NORTHEASTERN UNIVERSITY** **CONSULTANT:**

By: By:

Title: Title:

Name: Name:

Date: Date: