**NORTHEASTERN UNIVERSITY**

**SHORT FORM PROFESSIONAL SERVICES AGREEMENT**

**(For Amounts under $5000)**

This short form professional services agreement (this “Agreement”) is made and entered as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (“**Effective Date**”), 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Contractor**”).

**RECITAL**

Northeastern 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**”).

**AGREEMENT**

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

**1. Services**. Contractor shall perform the Services to the reasonable satisfaction of Northeastern. Contractor shall comply with all laws, rules and regulations applicable to the performance of the Services by Contractor and shall indemnify and hold harmless Northeastern from and against all liability arising from Contractor’s breach of this provision.

**2. Compensation.** Assuming satisfactory performance of the Services, Northeastern shall pay Contractor the amount set forth in **Exhibit A** within 45 days following the completion of the Services by check or in such other form as Northeastern may require. The total amount due from Northeastern under this Agreement shall not exceed five thousand dollars ($5,000.00). Contractor is an independent contractor and shall be solely responsible for all federal, state and local taxes, contributions and other liabilities with regard to such payments.

**3. Term.** The term of this Agreement shall be from the Effective Date until completion of the Services and payment therefor by Northeastern. This Agreement may be terminated immediately by either party if the other party has failed to perform any of its obligations hereunder and such failure is either not capable of cure or has not been cured within ten business days after the non-breaching party delivers written notice of the breach. Northeastern may immediately terminate this Agreement upon the death or incapacity of Contractor.

**4. Intellectual Property.** Contractor hereby sells, assigns, grants and transfers to Northeastern all right, title and interest in any reports, documents, performances or other materials authored or created by Contractor for Northeastern pursuant to this Agreement, including without limitation all copyrights, renewals and extensions thereof. Contractor shall not use the name, trademarks, logos, copyrights or service marks of Northeastern without the prior written consent of Northeastern. Neither the performance by Contractor of the Services nor any deliverables provided pursuant to this Agreement will infringe any copyright, patent, trademark, trade secret or other proprietary right held by any third party.

**5. Confidentiality.** All non-public information provided by or on behalf of one party (the disclosing party) to the other party (the receiving party) in connection with this Agreement is considered confidential information (**“Confidential Information”**) of the disclosing party. The receiving party shall not disclose, access, use or permit others to disclose, access or use the Confidential Information of the disclosing party except as expressly provided in this Agreement. The receiving party shall safeguard and keep confidential the Confidential Information of the disclosing party using the same degree of care that it uses to protect its own confidential and proprietary information, but in no event using less than reasonable care under the circumstances.

**6. 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 joint venture, employment, agency or partnership. Contractor shall in no way become an employee of Northeastern 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.

**7. 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.

**8. 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. 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. Each person executing this Agreement on behalf of a party hereto hereby represents and warrants that they have the authority to execute and deliver this Agreement on behalf of the party for whom they sign. This Agreement may be signed electronically and 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.

[*signature page immediately follows*]

**CONTRACTOR**  **NORTHEASTERN UNIVERSITY**

By: By:

Name: Name:

Title: Title:

 (if applicable)

**EXHIBIT A - SERVICES**

**Description of Services:**

**Required Deliverables, if Any:**

**Payment for Services: $\_\_\_\_\_\_\_\_\_\_ (not to exceed $5,000)**

**Date(s) for Services:**

**Date for Final Completion of Services:**