

**EASTERN MICHIGAN UNIVERSITY
PROFESSIONAL SERVICES CONTRACT**

This contract made this day of _____, 20____, by and between the Board of Regents of Eastern Michigan University, a public body corporate and institution of higher education hereinafter referred to as "EMU", and "Consultant", acting as an independent consultant and not as an employee of EMU, whose business address is:

EMU and Consultant agree as follows:

I. CHARACTER AND EXTENT OF SERVICES

A. Consultant will perform the following services: _____
which are performed at: _____

B. Consultant will not hire any employee of EMU to perform any service covered by this Contract without prior written approval of EMU.

C. In performing consulting services hereunder, Consultant shall report to: _____

II. PERIOD OF SERVICE AND TERMINATION

A. The period of service shall be from _____ to _____.

B. EMU may terminate this Contract with cause or without cause by giving the Consultant written notice of such action.

C. The Consultant may terminate this Contract by giving EMU thirty (30) days prior written notice of such action.

III. FEES AND OTHER COSTS

A. EMU will pay fees to Consultant for services satisfactorily performed hereunder on the following basis:

Daily rate: \$ _____ Number of pays: _____

B. Expenses such as travel must be itemized separately. Actual, necessary and reasonable expenses in accordance with EMU policies and practices will be reimbursed from your invoice.

These expenses are estimated to be: \$ _____

EMU limits expense reimbursement to: \$ _____

C. Payment will be made upon submission of an invoice by Consultant showing the Contract number and setting forth appropriate charges. The invoice must show the Consultant's taxpayer identification number (Social Security Number or Employer Identification Number) in accordance with requirements of the Internal Revenue Service.

D. Payment(s) will be made following satisfactory completion of services. Progress payment if applicable will be made in accordance with the following schedule: _____

E. If the Contract is terminated early without cause, the consulting fee shall be prorated on the basis of the amount of work done.

IV. TAXES

The fees and other costs stated herein include all applicable taxes and will not be changed hereafter as the result of Consultant's tax liabilities. Consultant will be responsible for any taxes applicable to this payment, and hereby agrees to hold harmless and indemnify EMU from any such taxes which may be directly assessed against EMU.

V. ASSIGNMENT

The Consultant may not assign or transfer this Contract, any interest therein or claim thereunder, without the prior written approval of EMU.

VI. PATENTS AND COPYRIGHT

A. In the event any invention or discovery is made by Consultant in connection with the Contract, Consultant agrees to assign all rights, title and interest in said invention or discovery to EMU, and Consultant shall furnish EMU with complete information with respect thereto and EMU shall have the sole power to determine whether and where a patent application shall be filed and the disposition of title and all rights under any application or patent that may result. Consultant will, at EMU's expense, execute all documents and do all things necessary or proper with respect to such patent applications.

B. Whenever any copyright is secured in connection with the publication of the results of research financed by the Contract, title and all rights to such copyright will vest in EMU and Consultant agrees to assign to EMU all right, title and interests in any copyrightable materials developed pursuant to this Contract.

C. If this Contract is funded under a Government Prime Contract or Grant which provides a different disposition for Items A and B above, the government contract or grant will govern.

VII. CONFLICT OF INTEREST

Consultant assures that to the best of Consultant's knowledge there exists no conflict of interest or appearance of a conflict between Consultant's family, business or financial interests and the services provided under this Contract. Should this situation change during the term of this Contract, the Consultant will advise EMU of such change.

VIII. TECHNICAL INFORMATION RECORDS AND REPORTS

All notes, design, memoranda, reports, computer programs (and supporting data which may be on cards, tapes, discs and the like), and other technical data, if any, furnished or developed by Consultant pursuant to the provisions of this Contract, shall be and become the property of EMU. All such notes, design, etc. shall be delivered to EMU upon demand, for use for any purpose without the necessity of compensating the Consultant or any other person(s) for the use thereof.

IX. CONFIDENTIAL INFORMATION

The consultant shall not publish or otherwise disclose, except to EMU and except matter of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by any particular person or establishment can be identified, except with the consent of such person or establishment.

X. NATURE OF RELATIONSHIP

The relationship of the Consultant to EMU is and shall continue to be that of an independent contractor, and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Contract or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Consultant hereby agrees to hold EMU harmless for any such claims by it or its associates, and any cost or expense related thereto.

XI. ACKNOWLEDGMENT OF SPONSORSHIP

Consultant agrees that in any publication, acknowledgment shall be made of sponsorship by EMU by use of the following footnote: "This work was performed under the sponsorship of THE BOARD OF REGENTS OF EASTERN MICHIGAN UNIVERSITY." If the publication is copyrighted, the statement, "Preproduction of the article, with customary credit to the source, is permitted," shall be added. Except in an acknowledgment of sponsorship of this research, use of the name of EMU in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed hereunder, may not be made except upon written approval from EMU. Additionally, EMU reserves the right to completely restrict the use of its name in a publication.

XII. EXAMINATION OF RECORDS

EMU, and if this Contract is funded under a government contract or grant which so provides, the Sponsor or the Comptroller General of the United States, shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant and of EMU involving transactions related to this Contract. Such records shall be retained for three (3) years after expiration of this Contract. The right of access to records granted by this provision shall extend beyond the expiration of this Contract.

XIII. CONTRACT REGULATIONS

- A. In the event of a failure by Consultant to satisfactorily perform the services specified herein and/or a default by Consultant in abiding by the other terms and conditions of this Contract. Consultant shall be liable for all damages, costs, and expenses (including attorney fees) incurred by EMU related to this default.
- B. The Consultant agrees to defend, indemnify and hold harmless EMU, its employees, agents and students from any and all liability which they may incur arising directly or indirectly from Consultant's performance of this Contract.
- C. EMU's payment of funds to Consultant pursuant to this Contract is contingent upon the availability of appropriated funds for said purposes.
- D. This Contract may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.
- E. Any paragraph, sentence, phrase, or other provision of this contract which is in conflict with any applicable statute, rule, or other law shall be deemed, if possible, to be omitted herefrom. The invalidity of any portion hereof shall not affect the force or effect of the remaining portions hereof.

F. This Contract shall be construed and enforced in accordance with the laws of the State of Michigan, and suit must be brought within the State in Michigan.

G. This Contract incorporates and supercedes all prior negotiations, communications, understandings and agreements between the parties hereto regarding the subject matter hereof, whether written or oral. No such prior negotiations, communications, understandings or agreements shall be of further force or effect.

H. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, EMU and Consultant, by and through their duly authorized officers and representatives, have executed this Contract as of the date first above written.

EASTERN MICHIGAN UNIVERSITY

CONSULTANT

1) By: _____ Date: _____

Title: _____
Requesting Administrator

4) By: _____ Date: _____

Witnessed: _____
Date: _____

2) By: _____ Date: _____

Title: _____
Divisional Executive

Approved as to legal form

3) By: _____ Date: _____

Title: _____
General Counsel