

**EASTERN MICHIGAN UNIVERSITY  
EMPLOYEE/CONSULTANT AGREEMENT**

This agreement made this \_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, 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

\_\_\_\_\_ SSN# \_\_\_\_\_

hereinafter referred to as "Employee," whose address is

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

EMU and Employee agree as follows:

**I. CHARACTER AND EXTENT OF SERVICES**

A. EMU agrees to employ Employee in the capacity of temporary Employee Consultant - (Specify job title)

\_\_\_\_\_  
In that capacity, Employee's duties and performance expectations/standards shall include, but not be limited to the following:

(  check here if done by attachment)

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

B. In performing all duties hereunder, the Employee shall report to and be subject to the direction and supervision of

\_\_\_\_\_

**II. PERIOD OF SERVICE AND TERMINATION**

This agreement shall become effective on \_\_\_\_\_, and unless terminated early as set forth herein, shall remain in effect until \_\_\_\_\_. Employee shall have the right to terminate his or her employment at any time with or without cause, and EMU shall have the same right.

**III. COMPENSATION**

A. In consideration for Employee's satisfactory performance of all job duties, EMU shall pay Employee as follows:

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

Any subsequent pay increase shall be as recommended by your supervisor and be subject to written approval of the divisional Vice President.

B. All payments by EMU to Employee shall be subject to applicable tax withholdings.

C. EMU shall provide Employee with those benefits required by law, i.e. FICA, and workers' compensation. No other fringe benefits will be provided to Employee pursuant to this Agreement.

D. Work will be performed by Employee as needed at \_\_\_\_\_

The hours of work shall be \_\_\_\_\_

E. If the agreement is terminated early, the above payments will be prorated to the date of termination.

**IV. ASSIGNMENT**

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

**V. PATENTS AND COPYRIGHT**

A. In the event any invention or discovery is made by Employee in connection with the Agreement, Employee agrees to assign all rights, title and interest in said invention or discovery to EMU; and Employee 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. Employee will, at EMU's expense, execute all documents and do all things necessary or proper with respect to such patent application.

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

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

**VI. CONFLICT OF INTEREST**

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

**VII. 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 Employee pursuant to the provisions of this Agreement, 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 Employee or any other person(s) for the use thereof.

**VIII. CONFIDENTIAL INFORMATION**

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

**IX. AGREEMENT REGULATIONS**

A. This Agreement 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.

B. Any paragraph, sentence, phrase, or other provision of this Agreement which is in conflict with any applicable statute, rule, or other law shall be deemed, if possible, to be omitted here from. The invalidity of any portion hereof shall not affect the force or effect of the remaining portions here.

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

D. This Agreement is the entire agreement between the parties, and it incorporates and supersedes 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 of effect.

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

IN WITNESS WHEREOF, EMU, by and through its duly authorized officers and representatives, and Employee, have executed the Agreement.

EASTERN MICHIGAN UNIVERSITY (Signatures to be obtained in order indicated.)

1) By: \_\_\_\_\_ Date: \_\_\_\_\_

4) By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_  
(Immediate Supervisor)

Title: \_\_\_\_\_  
(Divisional Executive)

2) By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Director, Employment Services

Approved as to legal form:

EMPLOYEE

3) By: \_\_\_\_\_ Date: \_\_\_\_\_

5) By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: General Counsel/University Attorney

6) Witnessed: \_\_\_\_\_ Date: \_\_\_\_\_